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 on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

HANNAH H. KNOERZER, individually
 and on behalf of herself and all others
 similarly situated,

Plaintiff,

v.

HOSPITALITY STAFFING
 SOLUTIONS, LLC, a Delaware limited
 liability company; STAFFING
 SOLUTIONS, LLC, a California limited
 liability company; IHS HOSPITALITY
 SERVICES, INC., a Georgia Corporation;
WALGREEN SPECIALTY
PHARMACY, LLC, a Delaware Limited
Liability Company; and DOES 1-50,
 inclusive,

Defendants.

Case No. CVRI2204503

COMPLAINT

Assigned for All Purposes To:
 Hon. Harold W. Hopp
 Dept.: 10

**FIRST AMENDED COMPLAINT FOR
 DAMAGES FOR:**

- 1) **Violation of the Fair Credit Reporting Act for Failure to Make Proper Disclosures [15 U.S.C. § 1681, *et seq.*];**
- 2) **Violation of the Fair Credit Reporting Act for Failure to Obtain Proper Authorization;**
- 3) **Failure to Make Proper Disclosure in Violation of ICRAA;**
- 4) **Failure to Pay Minimum Wages;**
- 5) **Failure to Pay Overtime Owed;**
- 6) **Failure to Provide Lawful Meal Periods;**
- 7) **Failure To Authorize And Permit Rest Periods;**
- 8) **Failure to Timely Pay Wages During Employment**
- 9) **Failure to Timely Pay Wages Owed Upon Separation From Employment;**

- 10) **Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions;**
- 11) **Violation of the Unfair Competition Law;**
- 12) **Civil Penalties Pursuant to Private Attorneys' General Act, Labor Code section 2698 et seq**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff HANNAH H. KNOERZER ("Plaintiff"), individually and on behalf of others similarly situated, and asserts claims against Defendants HOSPITALITY STAFFING SOLUTIONS, LLC, a Delaware limited liability company; STAFFING SOLUTIONS, LLC, a California limited liability company; IHS HOSPITALITY SERVICES, INC., a Georgia Corporation (collectively the "Staffing Agencies"); WALGREEN SPECIALTY PHARMACY, LLC, a Delaware Limited Liability Company ("Walgreens"); and DOES 1-50, inclusive (collectively "Defendants") as follows:

INTRODUCTION

1. The purpose of this amendment is to add claims related to Defendants unlawful background checks, clarify the allegations in the complaint and assert the claims under Labor Code section 2698 et seq. within the context of the above-entitled action.

2. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants, either directly or indirectly, at distribution centers in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter. ("Class Members" or "Non-Exempt Employees".)

3. As to the FCRA claims, Plaintiff seeks to represent a class of all prospective employees and/or employees employed by, or formerly employed by Defendants in the United States who, as a condition of employment, were required to submit to a background check during the relevant period (as tolled by Emergency Rule 9) for the FCRA claims. (referred to as the "FCRA

1 Class").

2 4. Defendants implemented uniform policies and practices that deprived Plaintiff and
3 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
4 premium wages; lawful meal and/or rest breaks; and timely payment of wages.

5 5. Such actions and policies, as described above and further herein, were and continue
6 to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all Class
7 members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203,
8 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2,
9 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of
10 Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period
11 compensation, penalties, liquidated damages, and reasonable attorneys' fees and costs.

12 6. Plaintiff also alleges that during the relevant time period, Defendants improperly
13 conducted background checks, conducted background checks without proper authorization, and
14 obtained consumer credit reports on Plaintiff and FCRA Class Members when they applied for
15 employment and/or during employment in violation of the Fair Credit Reporting Act ("FCRA"),
16 15 USC § 1681 *et seq.*, the California Investigative Consumer Reporting Agencies Act ("ICRAA")
17 (Cal. Civ. Code § 1786 *et seq.*).

18 7. The FCRA and ICRAA Classes include the members of the Class, but also includes
19 other prospective employees, employees, and former employees of Defendants during the relevant
20 time period.

21 8. Plaintiff, individually and on behalf of the FCRA and ICRAA Classes, seeks
22 compensatory and statutory damages, penalties, and punitive damages due to Defendants'
23 systematic and willful violations of the FCRA and ICRAA.

24 9. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and
25 Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to
26 pay to Plaintiff and Class Members all of their wages, including overtime and premium wages.

27 10. Plaintiff also brings an action pursuant to the PAGA on a representative basis on
28 behalf of all non-exempt employees, however titled, employed by Defendants in the State of

1 California (the “Aggrieved Employees”) from one year prior to the filing of the PAGA notice to
2 the conclusion of this action. Plaintiff seeks to recover civil penalties and address Defendants’
3 violations of the California Labor Code and the IWC Wage Orders under PAGA. The Aggrieved
4 Employees are a subgroup of the Class Members or Non-Exempt Employees.

5 11. Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an
6 employee who brings a representative action and was affected by at least one of the violations
7 alleged in the complaint has standing to pursue penalties on behalf of the state and not only for that
8 violation, but for violations affecting other employees as well. Accordingly, Ms. Knoerzer has
9 standing to pursue penalties on behalf of the state of violations affecting all aggrieved employees
10 of Defendants, regardless of their classification, job title, or locations in California.

11 12. In this case, Defendants violated various provisions of the law, including the
12 California Labor Code and IWC Wage Orders. Defendants’ violations include: (1) violation of the
13 Fair Credit Reporting Act for failure to make proper disclosures [15 U.S.C. § 1681, et seq.]; (2)
14 violation of the Fair Credit Reporting Act for failure to obtain proper authorization; (3) failure to
15 make proper disclosure in violation of ICRAA; (4) failure to pay minimum wages; (5) failure to
16 pay overtime wages; (6) failure to provide meal periods; (7) failure to authorize and permit rest
17 periods; (8) failure to timely pay wages owed during employment; (9) failure to timely pay wages
18 owed upon separation from employment; (10) failure to pay reporting time pay; (11) failure to
19 reimburse necessary expenses; knowing and intentional failure to comply with itemized wage
20 statement provisions; (12) violation of the unfair competition law; (13) failure to keep accurate
21 records; and (14) failure to pay vested vacation wages upon termination.

22 JURISDICTION AND VENUE

23 13. This action is brought as a Class Action on behalf of Plaintiff and similarly situated
24 employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary
25 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
26 California Superior Court and will be established according to proof at trial.

27 14. This Court has jurisdiction over this action pursuant to the California Constitution
28 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except

1 those given by statute to other courts.

2 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
3 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

4 16. This Court has jurisdiction over Defendants because, upon information and belief,
5 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
6 otherwise intentionally avails itself of the California market so as to render the exercise of
7 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
8 substantial justice. Defendants have done and are doing business throughout California and
9 Riverside County.

10 17. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
11 similarly situated Non-Exempt Employees within Riverside County and it is believed that
12 Defendants have employed hundreds of Class Members as Non-Exempt Employees in Riverside
13 County.

14 18. The California Superior Court also has jurisdiction in this matter because the
15 individual claims of the Class Members described herein are presently believed to be under the
16 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
17 aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including
18 attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be
19 under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.

20 19. Venue is proper in this Court because one or more of the Defendants reside, transact
21 business, or have offices in this County, Plaintiff is a resident of this County, and the acts or
22 omissions alleged herein took place in this County.

23 **PARTIES**

24 20. Defendant Walgreens Specialty Pharmacy, LLC is a Delaware limited liability
25 company doing business in the state of California. It is based at 300 Wilmot Road, Deerfield, IL
26 60015.

21. Defendant Hospitality Staffing Solutions, LLC is a Delaware limited liability company doing business in the state of California. It is based at 100 Glenridge Point Pkwy, Suite 400, Atlanta, GA 30342.

22. Defendant Staffing Solutions, LLC is a California limited liability company doing business in the state of California. It is based at 4233 Tiberon Dr., Oceanside, CA 92056.

23. Defendant IHS Hospitality Services, Inc. is a Georgia Corporation doing business in the state of California. It is based at 1640 Powers Ferry Road, Bldg. 3, Marietta, CA 30067.

24. Upon information and belief, Defendants employ Non-Exempt Employees, like Plaintiff, throughout the State of California.

25. Plaintiff Hannah H. Knoerzer is and during the liability period has been, a resident of California.

26. Plaintiff was employed in an hourly, non-exempt position by Defendants during the relevant time period.

27. Plaintiff and the members of the putative class were employed as hourly paid employees employed by Defendants, either directly or indirectly, at distribution centers in the State of California at any time from four years prior to the filing of this Complaint.

28. The members of the putative "FCRA Class" includes all prospective employees and/or employees employed by, or formerly employed by Defendants in the United States who, as a condition of employment, were required to submit to a background check during the relevant period for the FCRA claims.

29. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

30. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §

1 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
2 capacities of the Defendants designated hereinafter as DOES when such identities become known.

3 31. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are
4 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
5 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
6 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
7 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
8 liability of the Defendants as alleged herein.

9 32. Plaintiff is further informed and believes, and thereon allege, that at all times
10 material herein, each Defendant was completely dominated and controlled by its co-Defendants
11 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
12 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
13 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
14 Whenever and wherever reference is made to individuals who are not named as Defendants in this
15 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
16 acted on behalf of Defendants named in this complaint within the scope of their respective
17 employments.

18 **FACTUAL ALLEGATIONS**

19 33. During the relevant time frame, Defendants compensated Plaintiff and the Non-
20 Exempt Employees based upon an hourly wage.

21 34. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
22 non-exempt employees within the meaning of the California Labor Code, and the implementing
23 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
24 the IWC Wage Orders and the Labor Code.

25 35. During the relevant time, Plaintiff was employed through the Staffing Agencies to
26 work for Walgreens in an hourly, non-exempt position. She worked as a utility cleaner in Walgreens
27 distribution center approximately 5 days per week, 40+ hours per week.

28 36. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were

1 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
2 requirements of California's wage and employment laws.

3 37. All Class Members and FCRA Class Members are similarly situated in that they are
4 all subject to Defendants' uniform policies and systemic practices as specified herein.

5 38. Plaintiff and the Class Members were required to clock in at the beginning of their
6 shifts, clock out for lunch, in at the end of their lunch periods and out at the end of their shifts.
7 However, Plaintiff and the Class Members were not paid for all hours worked because employees
8 were required to work off the clock.

9 39. In addition, Plaintiff and the Class Members worked in excess of eight (8) hours in
10 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
11 of time and one-half the employee's regular rate of pay per hour.

12 40. Plaintiff and the Class Members were regularly required to work shifts in excess of
13 five hours without being provided a lawful meal period and, on occasion, over ten hours in a day
14 without being provided a second lawful meal period as required by law.

15 41. Indeed, during the relevant time, as a consequence of Defendants' scheduling
16 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
17 provide Plaintiff and the Class Members timely, legally complaint uninterrupted 30-minute meal
18 periods as required by law. Not only were Plaintiff's and the Class Members' first meal breaks
19 frequently not provided, untimely or short, but also Plaintiff and the Class Members were not
20 provided a second meal period when working shifts in excess of 10 hours and in excess of 12 hours.

21 42. On information and belief, Plaintiff and Class Members did not waive their rights to
22 a second meal period.

23 43. Despite the above-mentioned meal period violations, Defendants failed to
24 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
25 additional hour of pay at their regular rate as required by California law when meal periods were
26 not timely or lawfully provided in a compliant manner.

27 44. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
28 should know, knew, and/or should have known that Plaintiff and the other Class Members were

1 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving
2 accurately calculated compensation.

3 45. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
4 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
5 period for every four hours worked or major fraction thereof, which is a violation of the Labor Code
6 and IWC Wage Orders.

7 46. Defendants maintained and enforced scheduling practices, policies, and imposed
8 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
9 rest periods of a net ten minutes for every four hours worked or major fraction thereof. These
10 practices included failure to allow Plaintiff and Class Members to leave the premises during rest
11 periods and a failure to authorize and permit a full net ten minutes of rest. Such requisite rest periods
12 were not timely authorized and permitted.

13 47. Despite the above-mentioned rest period violations, Defendants did not compensate
14 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
15 their regular rate as required by California law, including Labor Code section 226.7 and the
16 applicable IWC Wage Orders, for each day on which lawful rest periods were not authorized and
17 permitted.

18 48. Defendants also failed to provide accurate, lawful itemized wage statements to
19 Plaintiff and the Class Members in part because of the above specified violations.

20 49. Defendants have also made it difficult to determine applicable rates of pay and
21 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
22 exempt Employees, including Plaintiff, during the liability period because they did not implement
23 and preserve a lawful record-keeping method to record all hours worked, and non-provided rest
24 and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
25 211(c), California Labor Code section 226, and applicable California Wage Orders.

26 50. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
28 thereof for resignations without prior notice as the case may be) they had a duty to accurately

1 compensate Plaintiff and Class Members for all wages owed including straight time, overtime, meal
2 and rest period premiums, and vested vacation wages, and that Defendants had the financial ability
3 to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so
4 in part because of the above-specified violations.

5 51. Plaintiff further contends that Defendants failed to keep accurate records as required
6 by Wage Orders 7-2001 and 9-2001, Labor Code 1174, and 1198. On information and belief and
7 based thereon, Defendants have knowingly and intentionally failed to comply with Labor Code
8 section 1174, including by implementing the policies and procedures and committing the violations
9 alleged in the complaint, including without limitation failing to keep records of meal periods and
10 all wages earned at the proper rates.

11 52. Plaintiff is informed and believes, and thereon alleges, that Defendants had a policy
12 and/or procedure of providing Non-Exempt employees with paid vacation time and/or personal
13 time off ("PTO"). Vacation/PTO wages are deferred wages that vest once accrued. As such,
14 pursuant to Labor Code § 227.3, an employer must pay its employees all unused vested
15 vacation/PTO at the time of termination at the employees' final rate of pay.

16 53. Defendants failed to pay Non-Exempt Employees are earned PTO and terminated
17 them without paying them the full amount of their earned vacation/PTO wages, in violation of
18 California law, and employed policies and procedures that ensured Non-Exempt would not receive
19 their accrued and vested vacation/PTO wages upon termination.

20 54. Plaintiff and the Class Members are covered by applicable California IWC Wage
21 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
22 section 11000 *et seq.*

23 **FCRA ALLEGATIONS**

24 55. In addition to the violations set forth above, Defendants violated the Fair Credit
25 Reporting Act 15 U.S.C. § 1681, *et seq.* ("FCRA"). Plaintiff asserts these claims arising under the
26 FCRA on a class-wide basis.

27 56. Plaintiff and the members of the FCRA Class are all prospective employees and/or
28 current employees employed by, or formerly employed by Defendants in the United States who, as

1 a condition of employment, were required to submit to a background check at any time during the
2 period beginning five years prior to the filing of this Complaint to the present. (“FCRA Class”)

3 57. The FCRA provides individuals with a number of rights. Specifically, pertaining to
4 employment-related background checks, the FCRA provides that a prospective employee must give
5 valid consent to the background check. The FCRA requires a signed authorization and disclosure
6 from the applicant, sometimes referred to as a “consent” form. The authorization and disclosure
7 form must be executed and signed by the applicant prior to an employer requesting or conducting
8 a background check. Importantly, no extraneous information can be attached or included on the
9 consent form. The authorization and disclosure must stand alone.

10 58. In violation of 15 U.S.C. §1681(b)(2), Defendants failed to provide proper
11 disclosures to employees and applicants prior to causing such background checks and consumer
12 reports to be procured, and failed to secure requisite authorizations prior to conducting such
13 background checks.

14 59. In violation of 15 U.S.C. § 1681b(b)(2)(A)(ii) Defendants have obtained consumer
15 reports without proper authorization and consent as required by the FCRA. This triggers statutory
16 damages under the FCRA in the amount of up to \$1,000 for each applicant that Defendants obtained
17 a consumer report without a facially valid authorization, as well as punitive damages, equitable
18 relief, and attorneys’ fees and costs.

19 60. Plaintiff brings the First and Second Cause of Action on behalf of the FCRA Class.
20 The FCRA Class is broader than the Class of Non-Exempt Employees otherwise referenced herein:

21 61. To the extent equitable tolling operates to toll claims by the FCRA Class against
22 Defendants, the FCRA Class Period should be adjusted accordingly.

23 62. Defendants, as a matter of corporate policy, practice and procedure, and in violation
24 of The Fair Credit Reporting Act 15 U.S.C. §1681, et seq., intentionally, knowingly, and willfully,
25 engaged in a practice whereby Defendants uniformly, unfairly, unlawfully, and deceptively
26 instituted a practice of obtaining consumer reports without valid authorization to do so.

27 63. The FCRA Class is so numerous that joinder of all FCRA Class Members is
28 impracticable.

1 64. Defendants uniformly violated the rights of the FCRA Subclass by violating The
2 Fair Credit Reporting Act 15 U.S.C. §1681, et seq., by (a) unlawfully, unfairly and/or deceptively
3 having in place company policies, practices, and procedures that uniformly obtained credit reports
4 on prospective employees without first obtaining valid authorization consent forms; (b) failing to
5 make proper, clear and conspicuous disclosures; (d) failing to obtain proper authorizations; and (e)
6 illegally procuring credit and background reports.

7 65. Common questions of law and fact exist as to members of the FCRA Class,
8 including, but not limited, to the following:

- 9 a. Whether Defendants required the FCRA Class Members to sign a
10 background check disclosure and authorization forms;
11 b. Whether Defendants' background check disclosure and authorization
12 forms comply with the FCRA;
13 c. Whether Defendants violated the FCRA by procuring consumer
14 report information without providing requisite disclosures;
15 d. Whether Defendants violated the FCRA by procuring consumer
16 report information without valid authorizations;
17 e. Whether Defendants' violations of the FCRA were willful;
18 f. The proper measure of statutory damages and punitive damages.

19 66. This Class Action meets the statutory prerequisites for the maintenance of a Class
20 Action in that:

- 21 g. The persons who comprise the FCRA Class are so numerous that the
22 joinder of all such persons is impracticable and the disposition of
23 their claims as a class will benefit the parties and the Court;
24 h. The members of the FCRA Class are readily ascertainable from
25 Defendants' business records.
26 i. Nearly all factual, legal, statutory, and declaratory relief issues that
27 are raised in this Complaint are common to the FCRA Class will
28 apply uniformly to every member of the FCRA Class;

- 1 j. The claims of the representative Plaintiff are typical of the claims of
2 each member of the FCRA Class. Plaintiff, like all the other
3 members of the FCRA Class, had a credit report obtained on his
4 behalf by Defendants without valid authorization and without
5 receiving the requisite lawful disclosures in violation of the FCRA
6 as described herein. Plaintiff and the members of the FCRA Class
7 were and are similarly or identically harmed by the same unlawful,
8 deceptive, unfair and pervasive pattern of misconduct engaged in by
9 Defendants; and
- 10 k. The representative Plaintiff will fairly and adequately represent and
11 protect the interest of the FCRA Class, and has retained counsel who
12 are competent and experienced in Class Action litigation. There are
13 no material conflicts between the claims of the representative
14 Plaintiff and the members of the FCRA Class that would make class
15 certification inappropriate. Counsel for the FCRA Class will
16 vigorously assert the claims of all employees in the FCRA Class.

17 67. In addition, the prosecution of separate actions will create the risk of inconsistent or
18 varying adjudications with respect to individual members of the FCRA Class which would establish
19 incompatible standards of conduct for the parties opposing the FCRA Class; and/or, adjudication
20 with respect to individual members of the FCRA Class which would as a practical matter be
21 dispositive of interests of the other members not party to the adjudication or substantially impair or
22 impede their ability to protect their interests.

23 68. Common questions of law and fact exist as to members of the FCRA Class, with
24 respect to the practices and violations of the FCRA set forth above, and predominate over any
25 question affecting only individual FCRA Class Members, and a Class Action is superior to other
26 available methods for the fair and efficient adjudication of the controversy.

70. In the context of employment litigation because as a practical matter a substantial number of individual FCRA Class Members will avoid asserting their legal rights out of fear of retaliation by Defendants, which may adversely affect an individual's job with Defendants or with a subsequent employer, the Class Action is the only means to assert their claims through a representative.

CLASS ACTION ALLEGATIONS

71. Plaintiff brings this action on his own behalf, as well as on behalf of each and every other person similarly situated, and thus, seeks class certification under California Code of Civil Procedure §382.

72. All claims alleged herein arise under California law for which Plaintiff seeks relief
as authorized by California law.

73. The proposed class is comprised of and defined as: **all persons who are or were employed by the Defendants as hourly paid, non-exempt workers at distribution centers in the State of California at any time from four years prior to the filing of this action through resolution or trial of the matter.** (hereinafter collectively referred to as the “Class” or “Class Members”).

74. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which are composed of Class Members satisfying the following definitions:

a. All Class Members who were not paid at least minimum wage for all hours worked (collectively “**Minimum Wage Subclass**”);

b. All Class Members who were not accurately paid overtime for hours worked over eight in a day or over forty in a workweek (**collectively “Overtime Subclass”**);

c. All Class Members who worked more than five (5) hours in a workday and were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and were not paid compensation of one hour premium wages at the employee's regular rate in lieu

1 thereof (hereinafter collectively referred to as the “**First Meal Period Subclass**”);

2 d. All Class Members who worked more than ten hours in a workday and were
3 not provided with a timely, uninterrupted lawful second meal period of thirty (30) minutes, and
4 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
5 thereof (hereinafter collectively referred to as the “**Second Meal Period Subclass**”);

6 e. All Class Members who worked more than three and a half hours in a
7 workday and were not authorized and permitted to take a net 10-minute rest period for every four
8 (4) hours or major fraction thereof worked per day and were not paid compensation of one hour
9 premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred to
10 as the “**Rest Period Subclass**”);

11 f. All Class Members who did not receive all owed wages at time of separation
12 or within 72 hours in the case of resignation (hereinafter collectively referred to as the “**Waiting**
13 **Time Subclass**”);

14 g. All Class Members who were not provided with accurate and complete
15 itemized wage statements (hereinafter collectively referred to as the “**Inaccurate Wage Statement**
16 **Subclass**”);

17 h. All Class Members who were employed by Defendants and subject to
18 Defendants’ Unfair Business Practices (hereinafter collectively referred to as the “**Unfair Business**
19 **Practices Subclass**”).

20 75. The **Proposed ICRAA Class** is defined as: All of Defendants’ current and former
21 employees, and prospective applicants for employment who applied for a job with Defendants in
22 California and were required to submit to a background/credit check at any time during the period
23 beginning five years prior to the filing of this action and ending on the date that final judgement is
24 entered in this action.

25 76. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
26 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
27 or if it should be deemed necessary by the Court or to further divide the Class Members into
28 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the

1 Class Members or the Plaintiff's Class includes the members of each of the Subclasses.

2 77. As set forth in further detail below, this action has been brought and may properly
3 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
4 because there is a well-defined community of interest in the litigation, and the proposed Class and
5 Subclasses are easily ascertainable through Defendants' records.

6 a. Numerosity: The members of the Class and Subclasses are so numerous that
7 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
8 membership of the entire Class, the FCRA and ICRAA Classes, and Subclasses is unknown to
9 Plaintiff at this time, however, the Class is estimated to be hundreds of individuals. Accounting
10 for employee turnover during the relevant periods necessarily increases this number substantially.
11 Plaintiff alleges Defendants' employment records would provide information as to the number and
12 location of all Class Members. Joinder of all members of the proposed Class is not practicable.

13 b. The proposed class is easily ascertainable. The number and identity of the
14 class members are determinable from Defendants' payroll records and time records for each class
15 member.

16 c. Commonality: There are common questions of law and fact as to the Class
17 and Subclasses that predominate over questions affecting only individual Class Members. These
18 common questions of law and fact include, without limitation:

- 19 1. Whether Defendants accurately paid Class Members for all hours worked;
- 20 2. Whether Defendants knew or should have known that Class Members were
21 required to perform work off the clock;
- 22 3. Whether Defendants accurately calculated and paid all Class Members
23 overtime premiums for the hours which Plaintiff and Class Members worked
24 in excess of eight (8) hours per day and/or forty (40) hours per week;
- 25 4. Whether Defendants accurately paid employees double time for hours
26 worked in excess of 12 hours in one day or for work over 8 hours in a day
27 on the seventh day of work in a workweek;
- 28 6. Whether Defendants had a policy and practice of providing lawful, timely

- 1 meal periods in accordance with Labor Code § 512, as well as the applicable
2 Industrial Welfare Commission ("IWC") Wage Orders;
- 3 7. Whether Defendants had a policy and practice of complying with Labor
4 Code section 226.7 and IWC Wage Orders on each instance that a lawful,
5 timely 30-minute uninterrupted meal period was not provided;
- 6 8. Whether Defendants failed to authorize and permit a lawful, net 10-minute
7 rest period to the Class Members for every four (4) hours or major fraction
8 thereof worked;
- 9 9. Whether Defendants required employees to remain on the premises during
10 rest periods;
- 11 10. Whether Defendants had a policy and practice of complying with Labor
12 Code section 226.7 and the IWC Wage Orders on each instance that a lawful
13 rest period was not provided;
- 14 11. Whether Defendants failed to timely pay all wages upon separation in
15 accordance with Labor Code sections 201-202;
- 16 12. Whether Defendants omitted required information from itemized wage
17 statements;
- 18 13. Whether Defendants failed to maintain accurate records of Class Members'
19 earned wages, work periods, meal periods and deductions;
- 20 14. Whether Defendants engaged in unfair competition in violation of section
21 17200 et seq. of the Business and Professions Code;
- 22 15. Whether Defendants' conduct was willful and/or reckless;
- 23 16. Whether Defendants failed to provide accurate itemized wage statements in
24 violation of Labor Code § 226;
- 25 17. Whether Defendants willfully failed to provide the class with stand-alone
26 written disclosures before obtaining a credit or background report in
27 compliance with the statutory mandates;
- 28

- 1 18. Whether Defendants willfully failed to obtain written authorizations before
2 obtaining a credit or background report in compliance with the statutory
3 mandates;
- 4 19. Whether Defendants willfully failed to identify the name, address, telephone
5 number, and/or website of the investigative consumer reporting agency
6 conducting the investigation;
- 7 20. Whether Defendants willfully failed to identify the source of the credit report
8 performed;
- 9 21. Whether Defendants willfully failed to comply with the FCRA and/or the
10 ICRAA.
- 11 22. The appropriate amount of damages, restitution, and/or monetary penalties
12 resulting from Defendants' violations of California law.
- 13 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect
14 the interests of each member of the Class and Subclasses with whom she has a well-defined
15 community of interest. Plaintiff's claims herein alleged are typical of those claims which could be
16 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief
17 which would be sought by each member of the Class and/or Subclasses in separate actions. All
18 members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to
19 provide lawful meal and rest periods, failure to provide accurate wage statements, failure to timely
20 pay wages at termination, failure to pay minimum wages, rounding practices, and failure to
21 accurately pay all wages earned including all owed premium and overtime wages, all due to
22 Defendants' policies and practices that affected each member of the Class and/or Subclasses
23 similarly. Further, Defendants benefited from the same type of unfair and/or wrongful acts as to
24 each member of the Class and/or Subclasses.
- 25 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
26 interests of each member of the Class and/or Subclasses with whom she has a well-defined
27 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
28 he has an obligation to make known to the Court any relationships, conflicts, or differences with

1 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
2 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
3 versed in the rules governing class action discovery, certification, litigation, and settlement and
4 experienced in handling such matters. Other former and current employees of Defendants may also
5 serve as representatives of the Class and Subclasses if needed.

6 f. Superiority: The nature of this action makes the use of class action
7 adjudication superior to other methods. A class action will achieve economies of time, effort,
8 judicial resources, and expense, which would not be achieved with separate lawsuits. The
9 prosecution of separate actions by individual members of the Class and/or Subclasses would create
10 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
11 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
12 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
13 disposition of their interests through actions to which they were not parties. Thus, a class action is
14 superior to other available means for the fair and efficient adjudication of this controversy because
15 individual joinder of all Class Members is not practicable, and questions of law and fact common
16 to the Class predominate over any questions affecting only individual Class Members. Each
17 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
18 unlawful policies and practices that affected each member of the Class and/or Subclasses similarly.
19 Class action treatment will allow those similarly situated persons to litigate their claims in the
20 manner that is most efficient and economical for both parties and the judicial system. Plaintiff is
21 unaware of any difficulties that are likely to be encountered in the management of this action that
22 would preclude its maintenance as a class action.

23 g. Public Policy Considerations: Employers in the state of California violate
24 employment and labor laws every day. However, current employees are often afraid to assert their
25 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
26 because they believe their former employers may damage their future endeavors through negative
27 references and/or other means. The nature of this action allows for the protection of current and
28 former employees' rights without fear of retaliation or damage. Additionally, the citizens of

1 California have a significant interest in ensuring employers comply with California's labor laws
2 and in ensuring those employers who do not are prevented from taking further advantage of their
3 employees.

4 **CLASS ACTION CLAIMS**

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGES**

7 **(By Plaintiff and the Class Against All Defendants)**

8 78. Plaintiff and the other members of the FCRA Class, reallege and incorporate by this
9 reference, as though fully set forth herein, the prior paragraphs of this Complaint

10 79. 15 U.S.C. §1681b(b)(2)(A)(i) provides that "a person may not procure a consumer
11 report, or cause a consumer report to be procured for employment purposes with respect to any
12 consumer, unless—(i) a clear and conspicuous disclosure has been made in writing to the consumer
13 at any time before the report is procured or caused to be procured, in a document that consists solely
14 of the disclosure, that a consumer report may be obtained for employment purposes.

15 80. Defendants violated 15 U.S.C. §1681b(b)(2)(A)(i) of the FCRA by failing to make
16 proper disclosure to Plaintiff and members of the FCRA CLASS as required by the statute before
17 the report is procured or caused to be procured.

18 81. The violations of the FCRA were willful.

19 82. Upon information and belief, Defendants knew that it was required to make required
20 disclosure to FCRA Class Members and/or that its background check forms should not include
21 extraneous information that is prohibited by the FCRA, and acted in deliberate disregard of its
22 obligations and the rights of Plaintiff and other FCRA Class Members under 15 U.S.C.
23 §1681b(b)(2)(A)(i).

24 83. Plaintiff and the other FCRA Class Members are entitled to statutory damages of
25 not less than \$100 and not more than \$1,000 for every violation of the FCRA, pursuant to 15 U.S.C.
26 § 1681n(a)(1)(A).

27 84. Plaintiff and FCRA Class Members are also entitled to punitive damages for these
28 violations, pursuant to 15 U.S.C. §1681n(a)(2).

1 85. Plaintiff and FCRA Class Members are further entitled to recover their costs and
2 attorneys' fees, pursuant to 15 U.S.C. §1681n(a)(3).

3 **SECOND CAUSE OF ACTION**

4 **FOR FAILURE TO OBTAIN PROPER AUTHORIZATION IN VIOLATIONS OF THE**
5 **FCRA [15 U.S.C. § 1681B(B)(2)(A)(ii)]**

6 **(By Plaintiff and the FCRA Class and Against All Defendants)**

7 86. Plaintiff and the other members of the FCRA Class, reallege and incorporate by this
8 reference, as though fully set forth herein, the prior paragraphs of this Complaint.

9 87. Defendants violated the FCRA by procuring consumer reports relating to Plaintiff
10 and other FCRA Class Members without proper and lawful authorization as alleged herein See 15
11 U.S.C. §1681b(b)(2)(A)(ii).

12 88. The violations of the FCRA were willful. Defendants acted in deliberate disregard
13 of its obligations and the rights of Plaintiff and other FCRA Class Members under 15 U.S.C. §
14 1681b(b)(2)(A)(ii).

15 89. Plaintiff and the FCRA Class Members are entitled to statutory damages of not less
16 than \$100 and not more than \$1,000 for every violation of the FCRA, pursuant to 15 U.S.C. §
17 1681n(a)(1)(A).

18 90. Plaintiff and the FCRA Class Members are also entitled to punitive damages for
19 these violations, pursuant to 15 U.S.C. § 1681n(a)(2).

20 91. Plaintiff and the FCRA Class Members are further entitled to recover their costs and
21 attorneys' fees, pursuant to 15 U.S.C. §1681n(a)(3).

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF ICRAA (CAL. CIV.**
24 **CODE §1786 ET SEQ.)**

25 **(By Plaintiff and the ICRAA Subclass Against All Defendants)**

26 92. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

27 93. Defendants are "persons" as defined by Section 1786.2(n) of the Investigative
28 Consumer Reporting Agencies Act ("ICRAA").

1 94. Plaintiff and the ICRAA Subclass members are “consumers” within the meaning
2 Section 1786.2(b) of the ICRAA, because they are “individuals.”

3 95. Section 1786.2(c) of the ICRAA defines “investigative consumer report” as: a
4 consumer report in which information on consumer’s character, general reputation, personal
5 characteristics, or mode of living is obtained through any means.

6 96. Thus, a background check qualifies as an investigative consumer report under the
7 ICRAA.

8 97. Section 1786(a)(2) of the ICRAA provides, in relevant part:
9 If at any time, an investigative consumer report is sought for employment purposes...the person
10 seeking the investigative consumer report may procure the report, or cause the report to be made,
11 only if all of the following apply:

12 (B) the person procuring or causing the report to be made provides a clear and
13 conspicuous disclosure in writing to the consumer at any time before the report is
14 procured or cause to be made in a document that consists solely of the disclosure,
15 that:

16 (i) An investigative consumer report may be obtained.

17 (ii) The permissible purpose of the report is identified.

18 (iii) The disclosure may include information on the consumer’s character,
19 general reputation, personal characteristics, and mode of living.

20 (iv) Identifies the name, address, and telephone number of the investigative
21 consumer reporting agency conducting the investigation.

22 (v) Notifies the consumer in writing of the nature and scope of the investigation
23 requested, including a summary of the provisions of Section 1786.22.

24 (vi) Notifies the consumer of the Internet Web site address of the investigative
25 consumer reporting agency identified in the clause (iv), or, if the agency has no
26 Internet Web site address, the telephone number of the agency, where the
27 consumer may find information about the investigative reporting agency’s
28 private practices, including whether the consumer’s personal information will

1 be sent outside the United State of its territories and information that complied
2 with subdivision (d) of Section 1786.20....

3 (C) The Consumer has authorized in writing the procurement of the report.

4 98. As described above, Plaintiff alleges that in evaluating him and other ICRAA
5 Subclass Members for employment or during employment, Defendants procured or caused to be
6 prepared investigative consumer reports (e.g., background checks), as defined by Cal. Civ. Code
7 § 1786.2(c).

8 99. The purported disclosures provided by Defendants to Plaintiff and the ICRAA
9 Subclass do not provide the information required by statutes and are not clear and unambiguous
10 disclosures in stand-alone documents. Thus, they do not meet the requirements under the law.

11 100. Under the ICRAA, it is unlawful to procure or cause to be procured, an investigative
12 consumer report for employment purposes unless the disclosure is made in a document that consists
13 solely of the disclosure and the consumer has authorized, in writing, the procurement of the report.
14 Cal. Civ. Code § 1786.16(a)(2)(B)-(C). The failure to include all relevant information and the
15 inclusion of extraneous information, therefore, violates the statute.

16 101. Upon information and belief, Plaintiff alleges that Defendants have a policy and
17 practice of failing to provide adequate written disclosures to applicants and employees, before
18 procuring background checks or causing background checks to be procured, as described above.
19 Pursuant to that policy and practice, Defendants procured background checks or cause background
20 checks to be procured for Plaintiff and class members without first providing a valid written
21 disclosure and obtaining consent in compliance with § 1786.16(a)(2)(B) of the ICRAA, as
22 described above.

23 102. Defendants' conduct in violation of § 1786.16(a)(2)(B) of the ICRAA was and is
24 willful and/or grossly negligent. Defendants acted in deliberate or reckless disregard of their
25 obligation and the rights of applicants and employees, including Plaintiff and ICRAA Subclass
26 Members.

27 103. As a result of Defendants' illegal procurement of background reports by way of their
28 inadequate disclosures, as set forth above, Plaintiff and ICRAA Subclass members have been

1 injured, including, but not limited to, having their privacy and statutory rights invaded in violation
2 of the ICRAA.

3 104. Plaintiff on behalf of himself and all ICRAA Subclass Members, seeks all available
4 remedies pursuant to Cal. Civ. Code § 1786.50, including statutory damages and/or actual damages,
5 punitive damages, and attorneys' fees and costs.

6 105. In alternative to Plaintiff's allegations that these violations were willful or grossly
7 negligent, Plaintiff alleges that the violations were negligent and seeks the appropriate remedy, if
8 any, under Cal. Civ. Code § 1786.50(a), including actual damages and attorneys' fees and costs.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES**

11 **(By Plaintiff and the Class Against Defendants)**

12 106. Plaintiff incorporates each and every allegation set forth in all of the foregoing
13 paragraphs as if fully set forth herein.

14 107. Labor Code section 204 establishes the fundamental right of all employees in the
15 State of California to be paid wages, including minimum wage, straight time and overtime, in a
16 timely fashion for their work.

17 108. Labor Code section 1194(a) provides that notwithstanding any agreement to work
18 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
19 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
20 of the full amount of this minimum wage or overtime compensation, including interest thereon,
21 reasonable attorney's fees, and costs of suit.

22 109. Labor Code section 1197 provides: The minimum wage for employees fixed by the
23 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
24 and the payment of a lower wage than the minimum so fixed is unlawful.

25 110. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
26 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
27 Wage Order(s).

28 111. The applicable Wage Orders and California Labor Code sections 1197 and 1182.12

1 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
2 state law.

3 112. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
4 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
5 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
6 equal to the unpaid wages and interest accrued thereon.

7 113. During all relevant periods, the California Labor Code and Wage Orders required
8 that Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due
9 for all hours worked.

10 114. The IWC Wage Orders define "hours worked" as "the time during which an
11 employee is subject to the control of an employer, and includes all the time the employee is suffered
12 or permitted to work, whether or not required to do so."

13 115. At all times relevant, Plaintiff and Class Members consistently worked hours for
14 which they were not paid because Defendants frequently required Plaintiff and the Class Members
15 to work off the clock.

16 116. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
17 Class Members were working off the clock and that they should have been paid for this time.

18 117. Defendant's policy and practice of not paying all minimum wages violates
19 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
20 applicable Wage Orders 7-2001 and 9-2001.

21 118. Due to Defendants' violations of the California Labor Code and Wage Orders,
22 Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their
23 unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-
24 judgment and post-judgment interest, as well as liquidated damages.

25

26

27

28

FIFTH CAUSE OF ACTION
FAILURE TO PAY OVERTIME OWED

(By Plaintiff and the Class Against All Defendants)

119. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

120. During all relevant periods, Defendants required Plaintiff and the Class members to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

121. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent Wage Orders 7-2001 and 9-2001 required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to 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 (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

122. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay. Upon information and belief, Defendants also failed to properly compensate Plaintiff and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

123. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

124. At all times relevant, Plaintiff and Class Members consistently worked hours for which they were not paid because Plaintiff and the Class Members were required to work off the

1 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
2 hours in a workweek and should have been paid at the overtime rate.

3 125. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
4 Class Members were working off the clock and that they should have been paid for this time.

5 126. As a result, Defendants failed to pay Plaintiff and the Class members earned
6 overtime wages and such employees suffered damages as a result.

7 127. Defendants knew or should have known Plaintiff and the Class Members were
8 undercompensated as a result of these practices.

9 128. Due to Defendants' violations of the California Labor Code, Plaintiff and the Class
10 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
11 attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory
12 penalties, and liquidated damages.

13
14 **SIXTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

16 **(By Plaintiff and the Meal Period Subclasses Against All Defendants)**

17 129. Plaintiff incorporates by reference and realleges each and every allegation contained
18 above, as though fully set forth herein.

19 130. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
20 period of more than five (5) hours without providing a meal break of not less than thirty (30)
21 minutes in which the employee is relieved of all of his or her duties, except that when a work period
22 of not more than six (6) hours will complete the day's work the meal period may be waived by
23 mutual consent of the employer and employee.

24 131. For the four (4) years preceding the filing of this lawsuit as properly tolled by
25 Emergency Rule 9, Defendants failed to provide Plaintiff and Class Members timely and
26 uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a
27 shift.

28 132. As a consequence of Defendants' policies and practices, requirements, demands,

1 coverage and staffing, Plaintiff and the Class Members were often required to forego such meal
2 periods, take shortened meal periods, and/or commence their meal periods into and beyond the
3 sixth hour of their shifts.

4 133. Upon information and belief, Plaintiff and the Class Members were not paid one
5 hour of pay at their regular rate for each day that a meal period was not lawfully provided.

6 134. Moreover, as a matter of policy and practice, upon information and belief, the Class
7 members were also not provided second meal periods on days when shifts exceeded ten hours (and
8 twelve hours), nor were they provided premium wages in lieu of a second meal period. On
9 information and belief, Plaintiff and the Class Members did not waive their rights to a second meal
10 period on shifts in excess of ten hours.

11 135. As a proximate result of the aforementioned violations, Plaintiff and the Class
12 Members have been damaged in an amount according to proof at time of trial.

13 136. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover
14 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also
15 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

16 137. As a result of the unlawful acts of Defendants, Plaintiff and the Class they seek to
17 represent have been deprived of premium wages in amounts to be determined at trial, and are
18 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
19 under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code
20 section 3287.

21 **SEVENTH CAUSE OF ACTION**

22 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

23 **(By Plaintiff and the Rest Period Subclasses Against All Defendants)**

24 138. Plaintiff incorporates by reference and realleges each and every allegation contained
25 above, as though fully set forth herein.

26 139. Pursuant to the IWC Wage Orders applicable to Plaintiff's and Class Members'
27 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
28 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized

1 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
2 rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall
3 be counted as hours worked, for which there shall be no deduction from wages.”

4 140. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
5 during any rest period mandated by an applicable Order of the IWC.

6 141. Defendants were required to authorize and permit employees such as Plaintiff and
7 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
8 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,
9 with no deduction from wages.

10 142. Despite said requirements of the IWC Wage Orders applicable to Plaintiff’s and
11 Class Member’s employment with Defendants, Defendants failed and refused to authorize and
12 permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four
13 (4) hours worked, or major fraction thereof. Such rest breaks, when provided, were frequently
14 untimely or less than net ten minutes because of the work requirements imposed by Defendants,
15 and frequent calls during rest periods.

16 143. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay
17 for each day that a rest period violation occurred. On information and belief, the other members of
18 the Class endured similar violations as a result of Defendants’ rest period policies and practices and
19 Defendants did not pay said Class Members premium pay as required by law.

20 144. By their failure to authorize and permit Plaintiff and the Class Members to take a
21 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
22 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
23 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
24 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide
25 compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the
26 provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

27 145. As a result of the unlawful acts of Defendants, Plaintiff and the Class they seek to
28 represent have been deprived of premium wages in amounts to be determined at trial, and are

1 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
2 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

3
4 **EIGHTH CAUSE OF ACTION**
5 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING**
6 **EMPLOYMENT**

7 **(By Plaintiff and the Class Against All Defendants)**

8 146. Plaintiff incorporates by reference and realleges each and every allegation contained
9 above, as though fully set forth herein.

10 147. Labor Code section 204 requires that all wages are due and payable twice in each
11 calendar month.

12 148. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became
13 due and payable to each employee in each month that he or she was not provided with a meal period
14 or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled.

15 149. Defendants violated Labor Code § 204 by systematically refusing to pay wages due
16 under the Labor Code.

17 150. Labor Code section 210 (a) provides that "In addition to, and entirely independent
18 and apart from, any other penalty provided in this article, every person who fails to pay the wages
19 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
20 1197.5, shall be subject to a penalty as follow:

21 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
22 employee.

23 (2) For each subsequent violation, or any willful or intentional violation, two hundred
24 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
25 unlawfully withheld.

26 103. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
27 represent have been deprived of wages in amounts to be determined at trial, and are entitled to
28

1 recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to
2 Labor Code § 210, 218.5, 218.6, 510, 1194.

3
4 **NINTH CAUSE OF ACTION**

5 **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**

6 **(By Plaintiff and the Waiting Time Subclass Against All Defendants)**

7 151. Plaintiff incorporates by reference and realleges each and every allegation contained
8 above, as though fully set forth herein.

9 152. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
10 due within seventy-two (72) hours of separation of employment.

11 153. Section 203 of the Labor Code provides that if an employer willfully fails to timely
12 pay such wages the employer must, as a penalty, continue to pay the subject employee's wages
13 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30
14 days of wages.

15 154. Plaintiff and Class Members are entitled to compensation for all forms of wages
16 earned, including but not limited to minimum wages, overtime, and premium meal and rest period
17 compensation, and vested vacation wages but to date have not received such compensation,
18 therefore entitling them to Labor Code § 203 penalties.

19 155. In addition, irrespective of any derivative violation, Defendants failed to timely pay
20 Plaintiff and, upon information and belief, other Class Members earned compensation at the time
21 of termination despite their obligations under Labor Code 201 and 202.

22 156. More than thirty (30) days have passed since affected Waiting Time Subclass
23 Members have left Defendants' employ, and on information and belief, they have not received
24 payment pursuant to Labor Code § 203.

25 157. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages
26 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

1
2 TENTH CAUSE OF ACTION

3 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**
4 **EMPLOYEE WAGE STATEMENT PROVISIONS**

5 (By Plaintiff and Wage Statement Subclass Against All Defendants)

6 158. Plaintiff repeats and incorporates herein by reference each and every allegation set
7 forth above, as though fully set forth herein.

8 159. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
9 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
10 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
11 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
12 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
13 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
14 the employee and only the last four digits of his or her social security number or an employee
15 identification number other than a social security number, (8) the name and address of the legal
16 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
17 and the corresponding number of hours worked at each hourly rate by the employee....".

18 160. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
19 accurate information with respect to each employee including the following: (3) Time records
20 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
21 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
22 and applicable rates of pay...."

23 161. Labor Code section 1174 of the California also requires Defendants to maintain and
24 preserve, in a centralized location, among other items, records showing the names and addresses of
25 all employees employed and payroll records showing the hours worked daily by, and the wages
26 paid to, its employees. On information and belief and based thereon, Defendants have knowingly
27 and intentionally failed to comply with Labor Code section 1174, including by implementing the
28 policies and procedures and committing the violations alleged in the preceding causes of action and

1 herein. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor
2 Code section 1175.

3 162. Defendants have failed to record many of the items delineated in applicable
4 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
5 including by virtue of the fact that each wage statement which failed to accurately compensate
6 Plaintiff and Class Members for all hours worked and for missed and non-provided meal and rest
7 periods, or which failed to include compensation for all minimum wages earned or overtime hours
8 worked, was an inaccurate wage statement. In addition, the wage statements inaccurately stated
9 totals hours worked and hours worked at each hourly wage rate.

10 163. On information and belief, Defendants failed to implement and preserve a lawful
11 record-keeping method to record all non-provided meal and rest periods owed to employees or all
12 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
13 and applicable California Wage Orders. In order to determine if they had been paid the correct
14 amount and rate for all hours worked, Plaintiff and Class Members have been, would have been,
15 and are compelled to try to discover the required information missing from their wage statements
16 and to perform complex calculations in light of the inaccuracies and incompleteness of the wage
17 statements Defendants provided to them.

18 164. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
19 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
20 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
21 required information. Here, Plaintiff asserts the Defendants omitted required information, failed to
22 accurately include all applicable hourly rates on the wage statements and the corresponding number
23 of hours worked at such rates or hours paid at such rates. In addition, Defendants have failed to
24 provide accurate itemized wage statements as a consequence of the above-specified violations for
25 failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay
26 meal and rest period premiums as required by law.

27 165. Moreover, upon information and belief, as a pattern and practice, in violation of
28 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain

1 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
2 Statement Class, including but not limited to, beginning and ending of each work period, meal
3 period and split shift interval, the total daily hours worked, and the total hours worked per pay
4 period and applicable rates of pay.

5 166. Plaintiff and the members of the Wage Statement Class have suffered injury as a
6 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
7 Class in that the members of the Wage Statement Class were not timely provided written accurate
8 itemized statements showing all requisite information, such that the members of the Wage
9 Statement Class were misled by Defendants as to the correct information regarding various items,
10 including but not limited to total hours worked by the employee, net wages earned and all applicable
11 hourly rates in effect during the pay period and the corresponding number of hours worked at each
12 hourly rate.

13 167. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
14 above, Plaintiff and the Wage Statement Class Members are each entitled to recover up to a
15 maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

16
17 **ELEVENTH CAUSE OF ACTION**
18 **VIOLATION OF THE UNFAIR COMPETITION LAW**
19 **(By Plaintiff and Class Against All Defendants)**

20 168. Plaintiff incorporates by reference and realleges each and every allegation contained
21 above, as though fully set forth herein.

22 169. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
23 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
24 general public. Plaintiff also seeks to enforce important rights affecting the public interest within
25 the meaning of the California Code of Civil Procedure § 1021.5.

26 170. Defendants' policies, activities, and actions as alleged herein are violations of
27 California law and constitute unlawful business acts and practices in violation of California
28 Business and Professions Code §§ 17200, *et seq.*

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

3 172. The state law violations, including violations of the relevant IWC Wage Orders,
4 detailed herein above are the predicate violations for this cause of action. By way of example only,
5 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with
6 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
7 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.
8 Defendants further violated the law through their policies of failing to fully and accurately
9 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
10 overtime, as well as failing to provide accurate itemized wage statement as specified above.

11 173. Plaintiff and the Class Members have been personally aggrieved by Defendants'
12 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

13 174. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
14 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
15 during a period that commences four (4) years prior to the filing of this complaint; an award of
16 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
17 costs.

18
19 **TWELFTH CAUSE OF ACTION**

20 **PENALTIES UNDER PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE**

21 **SECTION 2698 ET SEQ.**

22 **(By Plaintiff and Aggrieved Employees Against All Defendants)**

23 175. Plaintiff incorporates by reference and reallege each and every allegation contained
24 above, as though fully set forth herein.

25 176. Plaintiff gave timely written notice by online submission to the LWDA and by
26 certified mail to Defendants of Defendants' violations of numerous provisions of the California
27 Labor Code and the IWC Wage Orders as alleged in this complaint. All fees were paid as required
28 by statute.

1 177. Plaintiff is “aggrieved employee” as defined in Labor Code Section 2699(a), as she
2 was employed by Defendants during the statutory period and suffered one or more of the Labor
3 Code violations set forth herein. She seeks to recover on behalf of herself and all other current and
4 former aggrieved employees of Defendants the civil penalties provided by PAGA, plus reasonable
5 attorneys’ fees and costs.

6 178. 65 days have passed and no response has been received from the LWDA.
7 Accordingly, the LWDA has permitted Plaintiff to proceed in a representative capacity.

8 179. Plaintiff has exhausted all administrative procedures required of them under the
9 Labor Code §§2698, 2699, 2699.3, and as a result, are justified as a matter of right in bringing
10 forward this cause of action.

11 180. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for
12 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint.

13 181. Plaintiff seeks to recover the PAGA civil penalties through a representative action
14 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th
15 969. Class certification of the PAGA claims is not required.

16 182. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover
17 civil penalties for which Defendants are liable due to numerous Labor Code and Wage Order
18 violations as set forth in this Complaint.

19 183. Specifically, Plaintiff, on behalf of herself and the Aggrieved Employees, seek
20 penalties, under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 21 a. Defendants’ failure to comply with the requirement of Labor Code §1182.12, 1194,
22 1197, 1198, and Wage Orders to pay at least minimum wage for every hour worked;
23 b. Defendants’ failure to comply with the requirement of Labor Code §510, 1194,
24 1197, 1198, and Wage Orders to accurately pay all wages earned including overtime
25 wages;
26 c. Defendants’ failure to comply with the requirement of Labor Code §216 to pay
27 wages after demand was made;
28

- 1 d. Defendants' failure to comply with the requirement of Labor Code §§204, and 210
- 2 to pay, without condition and within the time set by the applicable article, all wages,
- 3 or parts thereof;
- 4 e. Defendants' failure to comply with the requirement of Labor Code §225.5 to pay
- 5 wages due;
- 6 f. Defendants' failure to comply with the requirement of Labor Code §§201 and 202
- 7 to pay wages due to former employees;
- 8 g. Defendants' failure to comply with the requirement of Labor Code §203 to pay
- 9 waiting time penalties to former employees;
- 10 h. Defendants' failure to comply with the requirement of Labor Code §226.7, 512,
- 11 1198, and IWC Wage Orders to provide timely, uninterrupted 30 minute off-duty
- 12 meal periods;
- 13 i. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198,
- 14 and IWC Wage Orders to pay one hour of premium pay at the regular rate for each
- 15 lawful meal break that was not provided;
- 16 j. Defendants' failure to comply with the requirement of Labor Code §226.7, 512,
- 17 1198, and IWC Wage Orders to provide timely, lawful rest periods;
- 18 k. Defendants' failure to comply with the requirement of Labor Code §226.7, 1198,
- 19 and IWC Wage Orders to pay one hour of premium pay at the regular rate for each
- 20 lawful rest period that was not provided;
- 21 l. Defendants' failure to maintain accurate required records in violation of Labor Code
- 22 §226, 1174, and Wage Orders;
- 23 m. Defendants' failure to provide accurate compliant wage statements under Labor
- 24 Code section 226;
- 25 n. Defendants' failing to pay vested vacation/PTO pay upon termination of
- 26 employment in violation of Labor Code § 227.3;
- 27 184. Plaintiff seeks civil penalties for Defendants' violation of Labor Code provisions for
- 28 which a civil penalty is specifically provided, including but not limited to the following:

- a. Pursuant to Labor Code §210, for violations of Labor Code §204, Defendants are subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred (\$200) per employee for violations in subsequent pay periods plus 25% of the amount unlawfully withheld.
- b. Pursuant to Labor Code §226.3, for violations of Labor Code §226 (a) Defendants are subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay period.
- c. Pursuant to Labor Code §558(a), “[a]ny employer or other person acting on behalf of an employer who violated, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission,” including Labor Code §§510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars (\$100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid.
- d. Pursuant to Labor Code §1174.5, for violations of Labor Code §1174(d), Defendants are subject to a civil penalty of five hundred dollars (\$500).
- e. Pursuant to Labor Code §1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for

1 each pay period for which the employee is underpaid regardless of whether the
2 initial violation was intentionally committed.

3 185. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under
4 Labor Code §§2698 et seq. and 2699 because of Defendants' violation of numerous provisions of
5 the California Labor Code and IWC Wage Orders.

6 186. Under Labor Code §2699, Plaintiff and Aggrieved Employees are entitled to \$100
7 for any initial violation and \$200 for all subsequent violations of the above-mentioned provisions
8 of the California Labor Code.

9 187. Under Labor Code §2699, Plaintiff and Aggrieved Employees should be awarded
10 twenty-five percent (25%) of all penalties due under California law, interest, attorneys' fees and
11 costs.

12 188. Under Labor Code § 2699, the State of California should be awarded seventy-five
13 percent (75%) of the penalties due under California law.

14
15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays judgment against Defendants, jointly and severally, as
17 follows:

18 **Class Certification**

- 19 1. That this action be certified as a class action;
20 2. That Plaintiff be appointed as the representative of the Class;
21 3. That Plaintiff be appointed as the representatives of the Subclasses; and
22 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.
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On the First and Second Cause of Action

Violation of FCRA

1. A determination and judgment that Defendants willfully violated the 15 U.S.C. § 1681(b)(2)(A)(i) and (ii) of the FCRA by failing to make requisite disclosures and/or including liability release language in its background check disclosure and authorization form and/or by obtaining consumer reports on Plaintiff and FCRA Class Members without having proper authorization to do so;
2. Pursuant to 15 U.S.C. §1681n(a)(1)(A), an award of statutory damages to Plaintiff and the members of the FCRA Class in an amount equal to \$1,000 for Plaintiff and each FCRA Class Member for Defendants' willful violation of the FCRA;
3. Pursuant to 15 U.S.C. §1681n(a)(2), an award of punitive damages to Plaintiff and other FCRA Class Members;
4. An award for costs of suit and reasonable attorneys' fees pursuant to 15 U.S.C. § 1681n(a)(3); and
5. Such other and further relief as the Court deems just and equitable.

On the Third Cause of Action

Violation of ICRAA

(Class Claim)

1. A determination and judgement that Defendants willfully violated the ICRAA by failing to make requisite complete clear and conspicuous disclosures and/or including extraneous information in its background check disclosure and authorization form and/or by obtaining consumer reports on Plaintiff and ICRAA Subclass Members without having proper authorization to do so;
2. An award of actual damages and/or statutory damages to Plaintiff and the members of the ICRAA Subclass;
3. An award of punitive damages to Plaintiff and other ICRAA Subclass Members;

- 1 4. An award of costs of suit and reasonably attorneys' fees pursuant to Cal. Civ. Code §
2 1786.50

3 **On the Fourth Cause of Action**

4 **(Failure to pay minimum wages)**

- 5 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
6 owed, as well as interest thereon,
7 2. Penalties according to statute,
8 3. Liquidated damages,
9 4. Reasonable attorneys' fees, and costs of suit;
10 5. For interest and
11 6. For such other and further relief as the Court deems proper.

12
13 **On the Fifth Cause of Action**

14 **(Failure to pay overtime)**

- 15 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
16 interest thereon,
17 2. Penalties according to statute,
18 3. Liquidated damages,
19 4. Reasonable attorneys' fees, and costs of suit;
20 5. For interest and
21 6. For such other and further relief as the Court deems proper.

22 **On the Sixth Cause of Action**

23 **(Failure to Provide Lawful Meal Periods)**

- 24 1. For one (1) hour of premium pay for each day in which a required meal period was
25 not lawfully provided;
26 2. For reasonable attorneys' fees and costs pursuant to statute; and
27 3. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Eight Cause of Action

(Failure to Timely Pay Wages Due and Payable During Employment)

1. For unpaid wages;
2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages unlawfully withheld;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and
5. For such other and further relief as the Court deems proper.

On the Ninth Cause of Action

(Failure to Timely Pay Wages At Separation)

6. For unpaid wages;
7. For penalties pursuant to Labor Code § 203;
8. For interest;
9. For reasonable attorneys' fees and costs pursuant to statute; and
10. For such other and further relief as the Court deems proper.

On the Tenth Cause of Action

(Failure to Provide Accurate Itemized Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper;

On the Eleventh Cause of Action

(Violation of the Unfair Competition Law)

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2
3 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
4 sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum, overtime
5 and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium
6 wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last
7 four (4) years in an amount according to proof;

8 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
9 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197,
10 1198 ;

11 3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due
12 from the day that such amounts were due;

13 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
14 recover under the Labor Code; and

15 5. For such other and further relief as the Court deems proper.

On the Twelfth Cause of Action

(Penalties Under the Private Attorney Generals Act, Labor Code section 2698 et seq.)

16
17
18 1. For penalties according to proof, pursuant to Labor Code §§2698 et seq. for the
19 violations specified above;

20 2. For penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699(a)
21 and (f);

22 3. For interest at the legal rate pursuant to Labor Code §§218.6, 1194, California Civil
23 Code §§3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

24 4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§1194, 226,
25 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable provisions providing
26 for attorneys' fees and costs; and

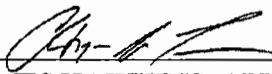
27 5. For such other and further relief as the Court deems proper.
28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
3 matter to the fullest extent available under the law.

4 Respectfully submitted,

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7
8 Dated: December 21, 2022



JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

11 Attorneys for HANNAH H. KNOERZER, on behalf of
12 herself and all others similarly situated
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