

ELECTRONICALLY
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Superior Court of California,
County of San Francisco

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN FRANCISCO**

CGC-23-610522

11 JORDAN CROWLEY, individually and on
behalf of others similarly situated,

12 Plaintiff,

13 vs.

14 INVISIBLE TECHNOLOGIES INC., a
15 Delaware corporation; and DOES 1 through
16 50, inclusive,

17 Defendants.
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Case No.:

CLASS ACTION COMPLAINT

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Labor Code §§ 226, 245, 246, and 248.5 (Failure to Provide Paid Sick Leave and Written Notice of Paid Sick Leave)
- (9) Violation of Cal. Business & Professions Code § 17200, et seq.

DEMAND FOR TRIAL BY JURY

1 Plaintiff Jordan Crowley (“Plaintiff”), individually and on behalf of other members of the
2 general public similarly situated, based upon facts that either have evidentiary support or are
3 likely to have evidentiary support after a reasonable opportunity for further investigation and
4 discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendant Invisible Technologies Inc. and
7 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendant”) for California
8 Labor Code violations, unfair business practices, and civil penalties stemming from Defendant’s
9 failure to pay overtime compensation, failure to provide meal periods, failure to authorize and
10 permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide
11 accurate wage statements, and failure to reimburse necessary business-related expenses.

12 2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on
13 behalf of himself and similarly situated current and former employees of Defendant (hereinafter
14 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
15 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
16 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
17 and will be established according to proof at trial.

18 3. The Court has jurisdiction over this action pursuant to the California Constitution,
19 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
20 except those given by statute to other courts. The statutes under which this action is brought do
21 not specify any other basis for jurisdiction.

22 4. This Court has jurisdiction over Defendants because, upon information and belief,
23 Defendants are citizens of California, have sufficient minimum contacts in California, or
24 otherwise intentionally avail themselves of the California market so as to render the exercise of
25 jurisdiction over them by the California courts consistent with traditional notions of fair play and
26 substantial justice.

27 5. Venue is proper in this Court because, upon information and belief, Defendants
28 maintain offices, have agents, and/or transact business in the State of California, County of San

1 Francisco.

2 **PARTIES**

3 6. Plaintiff Jordan Crowley is an individual residing in the County of Merced, State
4 of California.

5 7. Defendant Invisible Technologies Inc. is and at all times herein mentioned was, a
6 corporation organized and existing under the laws of the State of Delaware and registered to do
7 business in the state of California with its principal place of business in San Francisco.

8 8. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
9 and therefore sues these defendants by such fictitious names. The Doe defendants may be
10 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
11 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
12 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
13 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
14 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
15 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
16 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
17 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
18 were proximately caused by its conduct. Invisible Technologies Inc. and Doe Defendants 1
19 through 50 are collectively referred to herein as "Defendant."

20 9. Defendant was and at all times herein mentioned was, (a) conducting business in
21 the County of San Francisco, State of California, and (b) the employer of Plaintiff consistent with
22 the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

23 10. Plaintiff further alleges that Defendant, directly or indirectly controlled or affected
24 the working conditions, wages, working hours, and conditions of employment of Plaintiff and the
25 Class so as to make each of said Defendant employers and employers jointly liable under the
26 statutory provisions set forth herein.

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1 **CLASS ACTION ALLEGATIONS**

2 11. Plaintiff brings the First through Ninth Causes of Action as a class action on his
3 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
4 seeks class certification under Code of Civil Procedure section 382.

5 12. The proposed class is defined as follows: All current and former non-exempt
6 employees of any of Defendant within the State of California at any time commencing four (4)
7 years preceding the filing of Plaintiff’s complaint up until the time that notice of the certified class
8 action is provided to the class (hereinafter referred to as the “Class” or “Class Members.”).

9 a. The proposed subclass is defined as follows: All individuals who have performed
10 work for Defendant within the State of California while classified as an
11 independent contractor of Defendant at any time commencing four (4) years
12 preceding the filling of Plaintiff’s complaint up until the time that notice of the
13 certified class action is provided to the class (hereinafter referred to as the
14 “Misclassification Subclass” or “Misclassification Subclass Members.”).

15 13. Plaintiff reserves the right to establish other subclasses as appropriate.

16 14. The Class is ascertainable and there is a well-defined community of interest in the
17 litigation:

18 a. Numerosity: The Class Members are so numerous that joinder of all Class
19 Members is impracticable. The membership of the entire Class is unknown to
20 Plaintiff at this time; however, the Class is estimated to be over fifty (50)
21 individuals and the identity of such membership is readily ascertainable by
22 inspection of Defendant’s employment records.

23 b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated
24 herein. Plaintiff will fairly and adequately protect the interests of the other Class
25 Members with whom he has a well-defined community of interest.

26 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
27 Member, with whom he has a well-defined community of interest and typicality
28 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to

1 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
2 versed in the rules governing class action discovery, certification, and settlement.
3 Plaintiff has incurred, and during the pendency of this action will continue to
4 incur, costs and attorneys' fees, that have been, are, and will be necessarily
5 expended for the prosecution of this action for the substantial benefit of each Class
6 Member.

7 d. Superiority: A class action is superior to other available methods for the fair and
8 efficient adjudication of this litigation because individual joinder of all Class
9 Members is impractical.

10 e. Public Policy Considerations: Certification of this lawsuit as a class action will
11 advance public policy objectives. Employers of this great state violate
12 employment and labor laws every day. Current employees are often afraid to
13 assert their rights out of fear of direct or indirect retaliation. However, class
14 actions provide the Class Members who are not named in the complaint
15 anonymity that allows for the vindication of their rights.

16 15. There are common questions of law and fact as to the Class that predominate over
17 questions affecting only individual members. The following common questions of law or fact,
18 among others, exist as to the members of the Class:

19 a. Whether Defendant's failure to pay wages, without abatement, or reduction, in
20 accordance with the California Labor Code was willful;

21 b. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
22 and the other Class Members for all hours worked, and missed, short, late or
23 interrupted meal periods and rest breaks in violation of California law;

24 c. Whether Defendant required Plaintiff and the other Class Members to work more
25 than eight (8) hours per day and/or more than forty (40) hours per week and failed
26 to pay the legally required overtime compensation to Plaintiff and the other Class
27 Members;

28 d. Whether Defendant deprived Plaintiff and the other Class Members of meal

1 and/or rest periods or required Plaintiff and the other Class Members to work
2 during meal and/or rest periods without compensation;

3 e. Whether Defendant failed to pay meal period premium wages to Class Members
4 when they were not provided with a legally compliant meal period;

5 f. Whether Defendant failed to pay rest period premium wages to Class Members
6 when they were not authorized and permitted to take legally compliant rest
7 periods;

8 g. Whether Defendant failed to pay Plaintiff and the other Class Members proper
9 overtime compensation pursuant to California law;

10 h. Whether Defendant failed to provide Plaintiff and the other Class Members paid
11 sick leave pursuant to California law;

12 i. Whether Defendant failed to provide Plaintiff and the other Class Members notice
13 of paid sick leave pursuant to California law;

14 j. Whether Defendant failed to reimburse Plaintiff and the other Class Members for
15 all necessary business-related expenses and costs in violation of California Labor
16 Code section 2802;

17 k. Whether Defendant failed to timely pay all wages due to Plaintiff and the other
18 Class Members during their employment;

19 l. Whether Defendant complied with wage reporting as required by the California
20 Labor Code, including section 226;

21 m. Whether Defendant's conduct was with malice, fraud or oppression;

22 n. Whether Defendant's conduct was willful or reckless;

23 o. Whether Defendant engaged in unfair business practices in violation of California
24 Business & Professions Code section 17200, *et seq.* based on their improper
25 withholding of compensation and deduction of wages;

26 p. The appropriate amount of damages, restitution, and/or monetary penalties
27 resulting from Defendant's violation of California law; and

28 q. Whether Plaintiff and the other Class Members are entitled to compensatory

1 damages pursuant to the California Labor Code.

2 **GENERAL ALLEGATIONS**

3 16. Defendant is a software company which specializes in the provision of custom-
4 trained artificial intelligence solutions for businesses throughout the world.

5 17. Defendant employed Plaintiff to work as an Advanced AI Data Trainer from
6 approximately May 2023 to the present.

7 18. During the relevant times set forth herein, Defendant employed Plaintiff, the Class,
8 and the Misclassification Subclass as non-exempt workers who were misclassified as and treated
9 as independent contractors despite the fact that they did not qualify as independent contractors
10 under California law.

11 19. At the time that they were hired, Defendant provided Plaintiff and the
12 Misclassification Subclass with a “Contractor Agreement” that indicated that Defendant’s
13 workers would be treated as independent contractors. As a further condition of employment,
14 Defendant required Plaintiff and the Misclassification Subclass to be paid through a direct deposit
15 from Defendant’s payments partner for which Plaintiff and the Misclassification subclass were
16 charged a fee to access the wages that they were owed for services rendered.

17 20. Throughout the time period involved in this case, Defendant had the authority to
18 hire and terminate Plaintiff and the Class; to directly or indirectly control work rules, working
19 conditions, wages, working hours, and conditions of employment of Plaintiff and the Class; and
20 to hire and terminate the employment of Plaintiff and the Class.

21 21. At all times herein mentioned, Defendant was subject to the Labor Code of the
22 State of California and the applicable Industrial Welfare Commission Orders.

23 22. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in
24 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
25 employees. As set forth in more detail below, this scheme involved, *inter alia*, misclassifying its
26 workers as independent contractors despite the fact that they performed duties within the usual
27 course of Defendants’ business and otherwise did not qualify as independent contractors, failing
28 to pay Plaintiff and the Class with all wages owed without discount or reduction, routinely failing

1 to permit Plaintiff and the Class to take timely and duty-free meal periods and rest periods in
2 violation of California law (thereby failing to pay them for all hours worked, including minimum
3 and overtime wages), failing to pay Plaintiff and the Class at an overtime rate for work performed
4 in excess of eight hours in a day or forty hours in a workweek, and failing to reimburse Plaintiff
5 and the Class for all necessary business-related expenses.

6 23. Although Plaintiff, the Class, and the Misclassification Subclass performed non-
7 exempt labor subject to Defendant's complete control over the manner and means of performance,
8 Defendant instituted a blanket classification policy, practice and procedure by which all of these
9 Class and Misclassification Subclass members were classified as "independent contractors"
10 exempt from compensation for overtime worked, meal breaks and rest breaks, and reimbursement
11 for business related expenses. By reason of this uniform misclassification, the Class and
12 Misclassification Subclass members were also required to pay Defendant's share of payroll taxes
13 and mandatory insurance premiums. As a result of this uniform misclassification practice, policy
14 and procedure applicable to Plaintiff and the other Class and Misclassification Subclass members
15 who performed this work for Defendant, engaged in a company-wide policy, practice and
16 procedure which failed to properly classify Plaintiff and the other Class and Misclassification
17 Subclass members as employees and thereby failed to, among other things, pay them wages for
18 all time worked, reimbursement of business related expenses, failed to provide them with meal
19 and rest breaks, and failed to reimburse these employees for the employer's share of payroll taxes
20 and mandatory insurance. The proper classification of these employees is Defendant's burden.
21 As a result of Defendant's intentional disregard of the obligation to meet this burden, Defendant
22 violated the California Labor Code and regulations promulgated thereunder as herein alleged.

23 24. Throughout the time period involved in this case, Defendant implemented policies
24 and/or practices which failed to provide Plaintiff and the Class with timely and duty-free meal
25 periods. Defendant routinely failed to relieve Plaintiff and the Class of all duties during their meal
26 periods, regularly failed to relinquish control over Plaintiff and the Class during their meal
27 periods, regularly failed to permit Plaintiff and the Class a reasonable opportunity to take their
28 meal periods, and regularly impeded or discouraged Plaintiff and the Class from taking thirty (30)

1 minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from
2 taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work
3 for shifts lasting more than ten (10) hours. Defendant also failed to maintain accurate records of
4 meal periods taken by Plaintiff and the Class.

5 25. Throughout the time period involved in this case, Defendant did not adequately
6 inform Plaintiff and the Class of their right to take meal periods under California law. Defendant's
7 actual policy and practice was to simply disregard Plaintiff and the Class's right to take meal
8 periods at all and to require Plaintiff and the Class to work through their meal periods, for which
9 they were not compensated.

10 26. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
11 and the Class premium wages for meal periods that were missed, late, interrupted, or shortened
12 in violation of California law. Defendant knew or should have known that Plaintiff and the Class
13 were entitled to receive all meal periods or payment of one additional hour of pay at their regular
14 rate of pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this
15 knowledge, Defendant routinely failed to provide legally compliant meal periods to Plaintiff and
16 the Class, and routinely failed to pay one additional hour of pay to Plaintiff and the Class at their
17 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

18 27. Throughout the time period involved in this case, Defendant has implemented
19 policies and practices which prohibited Plaintiff and the Class from taking timely and duty-free
20 rest periods. Defendant regularly failed to provide, authorize, and permit Plaintiff and the Class
21 to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to
22 six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to
23 ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest
24 breaks in the middle of each work period.

25 28. Throughout the time period involved in this case, Defendant did not adequately
26 inform Plaintiff and the Class of their right to take rest periods under California law. Defendant's
27 actual policy and practice was to simply disregard Plaintiff and the Class's right to take rest
28 periods at all and to require Plaintiff and the Class to work through their rest periods, for which

1 they were not compensated.

2 29. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
3 and the Class premium wages for rest periods that were missed, late, interrupted, or shortened in
4 violation of California law. Defendant knew or should have known that Plaintiff and the Class
5 were entitled to receive all rest periods or payment of one additional hour of pay at their regular
6 rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this
7 knowledge, Defendant routinely failed to authorize and permit Plaintiff and the Class to take duty-
8 free rest periods, and failed to pay one additional hour of pay to Plaintiff and the Class at their
9 regular rate of pay when a rest period was missed, short, late and/or interrupted.

10 30. Throughout the time period involved in this case, Plaintiff and the Class worked
11 more than eight (8) hours in a day, and/or forty (40) hours in a week.

12 31. Throughout the time period involved in this case, Defendant regularly failed to
13 pay all overtime compensation owed to Plaintiff and the Class when they worked in excess of
14 eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of
15 twelve (12) hours in a single work day and/or eighty (80) hours in a single work week. Defendant
16 knew or should have known that Plaintiff and the Class were entitled to receive certain wages for
17 overtime compensation and that they were not receiving wages for overtime compensation.

18 32. Throughout the time period involved in this case, Defendant failed to pay overtime
19 to Plaintiff and the Class for all overtime hours worked based on regular rates of pay correctly
20 calculated to include all applicable remuneration.

21 33. Throughout the time period involved in this case, Defendant regularly failed to
22 provide complete or accurate wage statements to Plaintiff and the Class. Defendant knew or
23 should have known that Plaintiff and the Class were entitled to receive complete and accurate
24 wage statements in accordance with California law, but, in fact, they did not receive complete and
25 accurate wage statements from Defendant. The deficiencies included, *inter alia*, the failure to
26 include the total number of hours worked, the actual gross wages earned, the correct rates of pay,
27 and the address of the legal entity of the employer.

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1 34. Throughout the time period involved in this case, Defendant regularly failed to
2 keep complete or accurate payroll records for Plaintiff and the Class. Defendant knew or should
3 have known that Defendant was required to keep complete and accurate payroll records for
4 Plaintiff and the Class in accordance with California law, but, in fact, did not keep complete and
5 accurate payroll records.

6 35. Throughout the time period involved in this case, Defendant regularly failed to
7 maintain accurate records relating to Plaintiff's and the Class's work periods, meal periods, total
8 daily hours, hours per pay period, and applicable pay rates.

9 36. Throughout the time period involved in this case, Defendant paid the wages of
10 Plaintiff and the Class through a business partner who assessed a fee each time Plaintiff and the
11 Class Members received payment for their wages, resulting in an unlawful withholding of a
12 portion of their wages and passing Defendant's business expenses onto Plaintiff and the Class
13 Members.

14 37. Throughout the time period involved in this case, Defendant failed to reimburse
15 Plaintiff and the Class for all necessary business-related expenses, including but not limited to
16 computer equipment, cellular telephones, cellular service, payroll administration fees, and
17 internet access. Defendant knew or should have known that Defendant was required to reimburse
18 Plaintiff and the Class for all necessary business-related expenses and costs, but, in fact, failed to
19 do so in violation of California law.

20 38. Throughout the time period involved in this case, Defendant knew or should have
21 known that they had a duty to compensate Plaintiff and the Class pursuant to California law.
22 Defendant had the financial ability to pay such compensation, but willfully, knowingly, and
23 intentionally failed to do so, and falsely represented to Plaintiff and the Class that they paid all
24 wages owed to them, all in order to increase Defendant's profits.

25 39. California Labor Code section 218 states that nothing in Article 1 of the Labor
26 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
27 to him [or her] under this article."

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1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 510 and 1198**

3 **(Unpaid Overtime)**

4 **(Against All Defendants)**

5 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 41. California Labor Code section 1198 and the applicable Industrial Welfare
8 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
9 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
10 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

11 42. Specifically, the applicable IWC Wage Order provides that Defendant is and was
12 required to pay Plaintiff and the other Class Members employed by Defendant, and working more
13 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-
14 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours
15 in a workweek.

16 43. The applicable IWC Wage Order further provides that Defendant is and was
17 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
18 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
19 in excess of eight (8) hours on the seventh day of work in a workweek.

20 44. California Labor Code section 510 codifies the right to overtime compensation at
21 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
22 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
23 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
24 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

25 45. During the relevant time period, Plaintiff and the other Class Members regularly
26 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

27 46. During the relevant time period, Defendant intentionally and willfully failed to pay
28 overtime wages owed to Plaintiff and the other Class Members.

1 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
2 the employee only if the first meal period was not waived.

3 54. During the relevant time period, Plaintiff and the other Class Members who were
4 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
5 legally-mandated meal periods by mutual consent, were required to work for periods longer than
6 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

7 55. During the relevant time period, Plaintiff and the other Class Members who were
8 scheduled to work for a period of time in excess of ten (10) hours were required to work for
9 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
10 thirty (30) minutes.

11 56. During the relevant time period, Defendant intentionally and willfully required
12 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
13 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
14 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

15 57. During the relevant time period, Defendant failed to pay Plaintiff and the other
16 Class Members the full meal period premiums due pursuant to California Labor Code section
17 226.7.

18 58. Defendant's conduct violates the applicable IWC Wage Order and California
19 Labor Code sections 226.7 and 512(a).

20 59. Pursuant to the applicable IWC Wage Order and California Labor Code section
21 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one
22 additional hour of pay at the employee's regular rate of compensation for each work day that the
23 meal period was not provided.

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1 other Class Members from taking uninterrupted rest periods.

2 67. Defendant's conduct violates applicable IWC Wage Orders and California Labor
3 Code section 226.7.

4 68. Pursuant to the applicable IWC Wage Orders and California Labor Code section
5 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one
6 additional hour of pay at the employees' regular hourly rate of compensation for each work day
7 that the rest period was not provided.

8 **FOURTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 1194, 1197, and 1197.1**

10 **(Unpaid Minimum Wages)**

11 **(Against All Defendants)**

12 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
13 every allegation set forth above.

14 70. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
15 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
16 the minimum so fixed is unlawful.

17 71. During the relevant time period, Defendant regularly failed to pay minimum wage
18 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections
19 1194, 1197, and 1197.1.

20 72. Defendant's failure to pay Plaintiff and the other Class Members the minimum
21 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
22 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
23 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
24 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

25 73. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
26 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
27 unpaid and interest thereon.

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1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 204 and 210**

3 **(Wages Not Timely Paid During Employment)**

4 **(Against All Defendants)**

5 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 75. At all times herein set forth, California Labor Code section 204 provides that all
8 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
9 calendar month, other than those wages due upon termination of an employee, are due and payable
10 between the 16th and 26th day of the month during which the labor was performed.

11 76. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 16th and the last day, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the 1st and the 10th day of the following month.

15 77. At all times herein set forth, California Labor Code section 204 provides that all
16 wages earned for labor in excess of the normal work period shall be paid no later than the payday
17 for the next regular payroll period.

18 78. During the relevant time period, Defendant intentionally and willfully failed to pay
19 Plaintiff and other Class Members all wages due to them, within any time period permissible
20 under California Labor Code section 204.

21 79. Plaintiff and other Class Members are entitled to recover all available remedies for
22 Defendant's violations of California Labor Code section 204, including statutory penalties
23 pursuant to Labor Code section 210(b).

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1 **SIXTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 226(a)**

3 **(Failure to Provide Accurate Wage Statements)**

4 **(Against All Defendants)**

5 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 81. At all material times set forth herein, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate itemized
9 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
10 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
11 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
12 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
13 of the period for which the employee is paid, (7) the name of the employee and his or her social
14 security number, (8) the name and address of the legal entity that is the employer, and (9) all
15 applicable hourly rates in effect during the pay period and the corresponding number of hours
16 worked at each hourly rate by the employee. The deductions made from payments of wages shall
17 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
18 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
19 least three years at the place of employment or at a central location within the State of California.

20 82. Defendant has intentionally and willfully failed to provide Plaintiff and the Class
21 with complete and accurate wage statements. The deficiencies include, but are not limited to the
22 failure to list the total number of hours worked, the actual gross wages earned, the correct rates
23 of pay, and the address of the legal entity of the employer.

24 83. Because of Defendant's violation of California Labor Code section 226(a),
25 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

26 84. More specifically, Plaintiff and the Class have been injured by Defendant's
27 intentional and willful violation of California Labor Code section 226(a) because they were
28 denied both their legal right to receive, and their protected interest in receiving, accurate and

1 itemized wage statements pursuant to California Labor Code section 226(a).

2 85. Plaintiff and the Class are entitled to recover from Defendant the greater of their
3 actual damages caused by Defendant's failure to comply with California Labor Code section
4 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

5 86. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
6 with this section, pursuant to California Labor Code section 226(g).

7 **SEVENTH CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 2800 and 2802**

9 **(Failure to Reimburse Necessary Business Expenses)**

10 **(Against All Defendants)**

11 87. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
12 every allegation set forth above.

13 88. Pursuant to California Labor Code sections 2800 and 2802, an employer must
14 reimburse its employee for all necessary expenditures incurred by the employee in direct
15 consequence of the discharge of his or her job duties or in direct consequence of his or her job
16 duties or in direct consequence of his or her obedience to the directions of the employer.

17 89. Plaintiff and the Class incurred necessary business-related expenses and costs that
18 were not fully reimbursed by Defendant. Defendant's failure to reimburse for all necessary
19 business-related expenses and costs included their failure to reimburse Plaintiff and the Class for
20 costs incurred as a result of, including but not limited to, simple negligence.

21 90. Defendant has intentionally and willfully failed to reimburse Plaintiff and the
22 Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to
23 recover from Defendant their business-related expenses and costs incurred during the course and
24 scope of their employment, plus interest accrued from the date on which the employee incurred
25 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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1 **EIGHTH CAUSE OF ACTION**

2 **Violation of Labor Code §§ 226, 245, 246, and 248.5**

3 **(Failure to Provide Paid Sick Leave, and Written Notice of Paid Sick Leave)**

4 **(Against All Defendants)**

5 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 92. At all material times set forth herein, California Labor Code section 246(i) stated
8 that an “employer shall provide an employee with written notice that sets forth the amount of paid
9 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on
10 either the employee's itemized wage statement as described in Section 226 or in a separate writing
11 provided on the designated pay date with the employee's payment of wages.”

12 93. Defendants knowingly and intentionally failed to provide timely, accurate,
13 itemized wage statements to Plaintiff and the Class in accordance with Labor Code sections
14 226(a) and 246(i), and to keep accurate records as required by Section 1174(d). The wage
15 statements provided to Plaintiff and the Class, and the records maintained by the Defendants,
16 have not accurately reflected the amounts of available paid sick leave, vacation, or paid time off.
17 Such failures caused injury to Plaintiff and the Class, by, among other things, depriving them of
18 the rights afforded them by, among other things, impeding them from knowing the accurate
19 amounts of available paid sick leave, vacation, or paid time off.

20 94. Defendants have intentionally and willfully failed to provide Plaintiff and the
21 Class with complete and accurate wage statements. The deficiencies include, but are not limited
22 to failure to provide paystubs, and/or the failure to list the total number of hours worked, the
23 actual gross wages earned, the correct rates of pay, and the address of the legal entity of the
24 employer.

25 95. Because of Defendants’ violation of California Labor Code section 226(a),
26 Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

27 96. More specifically, Plaintiff and the Class have been injured by Defendants’
28 intentional and willful violation of California Labor Code section 226(a) because they were

1 denied both their legal right to receive, and their protected interest in receiving, accurate and
2 itemized wage statements pursuant to California Labor Code section 226(a).

3 97. Plaintiff and the Class are entitled to recover from Defendants the greater of their
4 actual damages caused by Defendants' failure to comply with California Labor Code section
5 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

6 98. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
7 with this section, pursuant to California Labor Code section 226(g).

8 **NINTH CAUSE OF ACTION**

9 **Violation of Cal. Business & Professions Code §§ 17200, et seq.**

10 **(Against All Defendants)**

11 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
12 every allegation set forth above.

13 100. Defendant's conduct, as alleged herein, has been, and continues to be, unfair,
14 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendant's
15 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
16 within the meaning of Code of Civil Procedure section 1021.5.

17 101. Defendant's activities as alleged herein are violations of California law, and
18 constitute unlawful business acts and practices in violation of California Business & Professions
19 Code section 17200, *et seq.*

20 102. A violation of California Business & Professions Code section 17200, *et seq.* may
21 be predicated on the violation of any state or federal law. In this instant case, Defendant's policies
22 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
23 paying them proper compensation violate California Labor Code sections 510 and 1198.
24 Additionally, Defendant's policies and practices of requiring employees, including Plaintiff and
25 the Class, to work through their meal and rest periods without paying them proper compensation
26 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendant's policies and
27 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
28 sections 201, 202, 203 and 204.

1 damages as may be appropriate;

2 7. For pre-judgment interest on any unpaid overtime compensation commencing
3 from the date such amounts were due;

4 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Labor Code section 1194; and

6 9. For such other and further relief as the Court may deem just and proper.

7 **As to the Second Cause of Action**

8 10. That the Court declare, adjudge and decree that Defendant violated California
9 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
10 provide all meal periods (including second meal periods) to Plaintiff and the Class;

11 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
12 each employee's regular rate of compensation for each workday that a meal period was not
13 provided;

14 12. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 13. For premium wages pursuant to California Labor Code section 226.7;

17 14. For pre-judgment interest on any unpaid wages from the date such amounts were
18 due;

19 15. For reasonable attorneys' fees and costs of suit incurred herein; and

20 16. For such other and further relief as the Court may deem just and proper.

21 **As to the Third Cause of Action**

22 17. That the Court declare, adjudge and decree that Defendant violated California
23 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
24 periods to Plaintiff and the Class;

25 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
26 each employee's regular rate of compensation for each workday that a rest period was not
27 provided;

28 19. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 20. For premium wages pursuant to California Labor Code section 226.7;

3 21. For pre-judgment interest on any unpaid wages from the date such amounts were
4 due; and

5 22. For such other and further relief as the Court may deem just and proper.

6 **As to the Fourth Cause of Action**

7 23. That the Court declare, adjudge and decree that Defendant violated California
8 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
9 California Labor Code section 204 to Plaintiff and the Class;

10 24. For statutory penalties pursuant to California Labor Code section 210;

11 25. For such other and further relief as the Court deems just and proper.

12 **As to the Fifth Cause of Action**

13 26. That the Court declare, adjudge and decree that Defendant violated the record
14 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
15 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
16 thereto;

17 27. For actual, consequential and incidental losses and damages, according to proof;

18 28. For statutory penalties pursuant to California Labor Code section 226(e); and

19 29. For such other and further relief as the Court may deem just and proper.

20 **As to the Sixth Cause of Action**

21 30. That the Court declare, adjudge and decree that Defendants violated the record
22 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
23 to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements
24 thereto;

25 31. For actual, consequential and incidental losses and damages, according to proof;

26 32. For statutory penalties pursuant to California Labor Code section 226(e); and

27 33. For such other and further relief as the Court may deem just and proper.

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1 **As to the Seventh Cause of Action**

2 34. That the Court declare, adjudge and decree that Defendant violated California
3 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for
4 all necessary business-related expenses as required by California Labor Code sections 2800 and
5 2802;

6 35. For actual, consequential and incidental losses and damages, according to proof;

7 36. For the imposition of civil penalties and/or statutory penalties;

8 37. For reasonable attorneys' fees and costs of suit incurred herein; and

9 38. For such other and further relief as the Court may deem just and proper.

10 **As to the Eighth Cause of Action**

11 39. That the Court declare, adjudge and decree that Defendants violated the paid sick
12 leave requirements and record keeping provisions of California Labor Code sections 226(a), 245,
13 246, 248.5, and 246(i), and applicable IWC Wage Orders as to Plaintiff and the Class, and
14 willfully failed to provide accurate itemized wage statements thereto;

15 40. For actual, consequential and incidental losses and damages, according to proof;

16 41. For statutory penalties pursuant to California Labor Code sections 226(e) and 246;
17 and

18 42. For such other and further relief as the Court may deem just and proper.

19 **As to the Ninth Cause of Action**

20 43. That the Court declare, adjudge and decree that Defendants violated California
21 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class
22 all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff
23 and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay
24 Plaintiff's and other Class Members' wages timely as required by California Labor Code section
25 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and
26 2802;

27 44. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment
28 interest from the day such amounts were due and payable;

1 45. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violation of California Business and Professions Code sections 17200,
4 *et seq.*;

5 46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5;

7 47. For injunctive relief to ensure compliance with this section, pursuant to California
8 Business and Professions Code sections 17200, *et seq.*; and

9 48. For such other and further relief as the Court may deem just and proper.

10
11 Dated: November 17, 2023

DOMB & RAUCHWERGER, LLP

12
13 By: 

14 ZACK I. DOMB
15 DEVIN RAUCHWERGER
16 JEFFREY JACKSON
Attorneys for Plaintiff
Jordan Crowley

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: November 17, 2023

DOMB & RAUCHWERGER, LLP

By: 

ZACK I. DOMB
DEVIN RAUCHWERGER
Attorneys for Plaintiff
Jordan Crowley

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