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15 JEANNE BOUDREAU, individually
16 and on behalf of others similarly situated
17

ELECTRONICALLY

FILED

*Superior Court of California,
County of San Francisco*

12/15/2023

Clerk of the Court

BY: DAEJA ROGERS

Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SAN FRANCISCO

12 JEANNE BOUDREAU, individually and on
13 behalf of others similarly situated,
14

Case No.: **CGC-23-611128**

CLASS ACTION COMPLAINT FOR:

15 Plaintiff,
16 vs.
17 ADOBE INC.; ADOBE SYSTEMS
18 INCORPORATED; and DOES 1 through 25,
inclusive,
19 Defendants.

- (1) **Violation of Cal. Labor Code §§ 1194, *et seq.*, 1197 & 1197.1 (Unpaid Minimum Wages)**
- (2) **Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)**
- (3) **Violation of Cal. Labor Code §§ 226.7 and 512(a) (Meal Break Violations)**
- (4) **Violation of Cal. Labor Code § 226.7 (Rest Break Violations)**
- (5) **Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)**
- (6) **Violation of Cal. Labor Code § 226(a) (Wage Statement Violations)**
- (7) **Violation of Cal. Labor Code §§ 201, 202 and 203 (Untimely Final Wages)**

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**(8) Violation of Cal. Labor Code §§ 2800
and 2802 (Failure to Reimburse
Necessary Business Expenses)**

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

DEMAND FOR JURY TRIAL

1 Plaintiff JEANNE BOUDREAU (“Plaintiff”), individually and on behalf of all others similarly
2 situated, alleges as follows:

3 **INTRODUCTION**

4 1. This is a class action under California Code of Civil Procedure section 382, in which
5 Plaintiff seeks damages on behalf of Defendants’ current and former California non-exempt hourly-
6 paid employees who worked for Defendants during the applicable class period(s). Plaintiff seeks
7 damages for unpaid wages, unpaid meal and rest break premiums, unreimbursed business expenses,
8 penalties, interest, and reasonable attorneys’ fees and costs under California Labor Code sections 201-
9 204, 210, 226, 226.2, 226.7, 510, 512, 1194, *et seq.*, 1194.2, 1197, 1198, 2800 and 2802, the applicable
10 IWC Wage Order (“Wage Order”), Cal. Civ. Proc. Code section 1021.5, and restitution under
11 California’s Unfair Competition Law, Business & Professions Code §§ 17200 *et seq.* (“UCL”).

12 **JURISDICTION AND VENUE**

13 2. The monetary damages, restitution, statutory penalties, and other applicable legal and
14 equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and
15 will be established according to proof at trial.

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

20 4. This Court has jurisdiction over all Defendants because, upon information and belief,
21 Defendants are either citizens of California, have sufficient minimum contacts in California, or
22 otherwise intentionally avail themselves of the California market to render the exercise of jurisdiction
23 over them by the California courts consistent with traditional notions of fair play and substantial
24 justice. Further, no federal question is at issue because the claims asserted herein are based solely on
25 California law.

26 5. Venue is proper in this Court because, upon information and belief, Defendants
27 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
28 County of San Francisco. Many of the acts, events, and violations alleged herein relating to Plaintiff

1 and the class occurred throughout the state of California, including in the County of San Francisco.

2 **THE PARTIES**

3 6. At all times herein mentioned, Plaintiff JEANNE BOUDREAU is and was an
4 individual residing in Santa Clara County in the State of California.

5 7. At all times herein mentioned, Defendant ADOBE INC. was and is, an employer who
6 does business in California, with locations throughout the state of California, and whose employees
7 are engaged throughout San Francisco County and the State of California, including at or based out of
8 601 Townsend Street, San Francisco, California 94103 and 100 Hooper Street, San Francisco,
9 California 94107.

10 8. At all times herein mentioned, Defendant ADOBE SYSTEMS INCORPORATED was
11 and is, an employer who does business in California, with locations throughout the state of California,
12 and whose employees are engaged throughout San Francisco County and the State of California,
13 including at or based out of 601 Townsend Street, San Francisco, California 94103 and 100 Hooper
14 Street, San Francisco, California 94107.

15 9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
16 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
17 serve such fictitiously named Defendant(s) once their names and capacities become known.

18 10. Plaintiff is informed and believes, and thereon alleges, that the acts and omissions
19 alleged herein were performed by and/or are attributable to ADOBE INC., ADOBE SYSTEMS
20 INCORPORATED, and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or
21 joint venturer of, or working in concert with, each of the other co-Defendants and within the course
22 and scope of such agency, employment, joint venture, or concerted activity with legal authority to act
23 on the others' behalf. The acts of Defendants represent and were in accordance with Defendants'
24 official policies.

25 11. At all relevant times, Defendants were the employers of Plaintiff and class members
26 within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled
27 and/or affected the working conditions, wages, working hours, and conditions of employment of
28 Plaintiff and class members so as to make each Defendant liable as an employer under the statutory

1 || provisions set forth herein.

2 12. Defendants had the authority to hire and terminate Plaintiff and the other class
3 members, to set work rules and conditions governing Plaintiff and the other class members'
4 employment, and to supervise their daily employment activities.

5 13. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
6 and the other class members' employment for them to be joint employers of Plaintiff and the other
7 class members.

8 14. Defendants hired and paid wages and benefits to Plaintiff and the other class
9 members.

10 15. Defendants continue to employ hourly paid and/or non-exempt employees within the
11 State of California.

12 16. At all relevant times, Defendants, and each of them, ratified each act or omission
13 complained of herein. At all relevant times, Defendants, and each of them, aided and abetted in the
14 commission of the acts and omissions of each of the other Defendants in proximately causing the
15 damages herein alleged.

16 17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
17 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
18 occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

18. Plaintiff worked for Defendants from approximately September 2022 through
approximately January 2023 as an Executive Assistant. Defendants jointly and severally employed
Plaintiff at their location in San Francisco, California. Plaintiff performed various duties for
Defendants including, among other things, calendaring, event coordination, travel arrangements, and
expense reports.

25 19. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a
26 pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set
27 forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring
28 Plaintiff and the class members to work off-the-clock without compensation, failing to properly pay

1 overtime wages and minimum wages for all hours worked, failing to provide all meal and rest breaks
2 to which they were entitled and failing to pay meal and rest break premiums when due, failing to
3 timely pay wages during employment and upon termination of employment, failing to provide accurate
4 wage statements, failing to reimburse necessary business-related expenses and failing to adhere to
5 other related protections afforded by the California Labor Code and the applicable Industrial Welfare
6 Commission Wage Order.

7 20. Defendants knew or should have known that they had a duty to compensate Plaintiff
8 and the class pursuant to California law. Defendants had the financial ability to pay such
9 compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendant's
10 profits.

11 **CLASS ACTION ALLEGATIONS**

12 21. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others
13 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
14 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance,
15 and superiority requirements under California Code of Civil Procedure section 382.

16 22. The proposed **Class** is defined as follows:

17 **All current and former hourly-paid and/or non-exempt employees**
18 **who worked for Defendants in the State of California at any time**
19 **during the period from four years prior to the date of the filing of**
20 **this Complaint until final judgment.**

21 23. The proposed **Former Employee Sub-Class** is defined as follows:

22 **All former hourly-paid and/or non-exempt employees who worked**
23 **for Defendants in the State of California at any time during the**
24 **period from four years prior to the date of the filing of this**
25 **Complaint until final judgment.**

26 24. Plaintiff reserves the right to establish additional subclasses as appropriate.

27 25. There is a well-defined community of interest in the litigation and the classes are easily
28 ascertainable.

1 26. The classes are each so numerous that the individual joinder of all their members is
2 impracticable. While the exact number and identities of class members are unknown to Plaintiff at
3 this time, the exact numbers of class members and their identities can be ascertained through
4 appropriate discovery from records maintained by Defendants and their agents.

5 27. Common questions of fact and law exist as to all class members, which predominate
6 over any questions affecting only individual class members. The common legal and factual questions
7 which do not vary from class member to class member, and which may be determined without
8 reference to the individual circumstances of any class member include, but are not limited to, the
9 following:

- 10 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
11 Plaintiff and the other class members for all hours worked;
- 12 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
13 Plaintiff and the other class members for all overtime hours worked;
- 14 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
15 Plaintiff and the other class members;
- 16 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
17 Plaintiff and the other class members;
- 18 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
19 the State of California for all hours worked, and for all missed, short, late, and/or
20 interrupted meal periods and rest breaks;
- 21 vi. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
22 members during their employment;
- 23 vii. Whether Defendants' failure to pay wages without abatement or reduction in
24 accordance with the California Labor Code, was willful;
- 25 viii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
26 within the required time upon their discharge or resignation;
- 27 ix. Whether Defendants failed to comply with wage reporting as required by the California
28 Labor Code; including, *inter alia*, section 226;

1 x. Whether Defendants failed to reimburse Plaintiff and the other class members for
2 necessary business-related expenses and costs;
3 xi. Whether Defendants' conduct was willful or reckless;
4 xii. Whether Defendants engaged in unfair business practices in violation of California
5 Business & Professions Code section 17200, *et seq.*;
6 xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting
7 from Defendants' violation of California law; and
8 xiv. Whether Plaintiff and the other class members are entitled to compensatory damages
9 pursuant to the California Labor Code.

10 28. Plaintiff's claims are typical of the claims of the classes, and Plaintiff's interests are
11 coincident with and not antagonistic to those of the other class members Plaintiff seeks to
12 represent. Plaintiff will fairly and adequately protect the interests of the class
13 members. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff
14 intends to prosecute this action vigorously.

15 29. A class action is superior to other available methods for the fair and efficient
16 adjudication of this controversy since individual litigation of the claims of all class members is
17 impracticable. Even if every class member could afford individual litigation, the court system could
18 not. It would be unduly burdensome on the courts in which individual litigation of numerous cases
19 would proceed. Individualized litigation would also present the potential for varying, inconsistent or
20 contradictory judgments and would magnify the delay and expense to all parties and to the court
21 system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of
22 this action as a class action, with respect to some or all the issues presented in this Complaint, presents
23 fewer management difficulties, conserves the resources of the parties and of the court system, and
24 protects the rights of each class member.

25 30. Certification of this lawsuit as a class action will also advance public policy
26 objectives. Employers of this great state violate employment and labor laws every day. Current
27 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However,
28 class actions provide the class members who are not named in the complaint anonymity that allows

for the vindication of their rights without fear of retribution.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 1194, *et seq.*, 1197, AND 1197.1

Failure to Pay Minimum Wage

(Against All Defendants and DOES 1 – 25)

31. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

32. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the other class members frequently suffered or were permitted to work "off-the-clock", such that they were not paid minimum wage for all hours worked.

33. Such “off-the-clock” work that Plaintiff and class members suffered and/or were permitted to work, and for which Plaintiff and class members did not receive minimum wage include *inter alia*: (1) responding to emails and Microsoft Teams messages during meal periods and after clocking out, (2) rescheduling meetings while off-the-clock, and (3) other general executive assistant job duties.

34. Moreover, Defendants had a policy, practice and procedure of rounding employee time such that Plaintiff and class members were systematically unpaid and/or underpaid for time worked over the course of their employment.

35. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and the other class members for all hours they worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

36. Defendants knew or should have known that Plaintiff and class members were performing work “off-the-clock” because, among other things, Defendants’ management witnessed, authorized, was made aware of, and/or required Plaintiff and class members to perform such work.

37. Defendants' failure to pay Plaintiff and the other class members the minimum wage violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections, Plaintiff

1 and the other class members are entitled to recover the unpaid balance of their minimum wage
2 compensation, as well as interest, costs, and attorney's fees.

3 38. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
4 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
5 and interest thereon.

6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

8 **Unpaid Overtime**

9 **(Against All Defendants and DOES 1 – 25)**

10 39. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in all preceding paragraphs.

12 40. California Labor Code section 1198 and the applicable Industrial Welfare Commission
13 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a
14 rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the
15 number of hours worked by the person on a daily and/or weekly basis.

16 41. Specifically, the applicable IWC Wage Order provides that Defendants were required
17 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
18 excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek and/or the first eight
19 (8) hours worked on the seventh consecutive day in a workweek.

20 42. The applicable IWC Wage Order further provides that Defendants were required to pay
21 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
22 rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in
23 excess of eight (8) hours on the seventh consecutive day in a workweek.

24 43. California Labor Code section 510 codifies the right to overtime compensation at one-
25 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, forty
26 (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime
27 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
28 or in excess of eight (8) hours in a day on the seventh day of work.

1 44. Plaintiff and the other class members regularly worked in excess of eight (8) hours in
2 a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week and/or seven (7)
3 consecutive days in a workweek. However, Defendants did not record Plaintiff and the other class
4 members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed
5 to Plaintiff and the other class members. Defendants' failure to pay correct overtime wages included,
6 *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock
7 work exceed the number of hours that trigger the payment of overtime wages under Labor Code
8 sections 510 and 1198 and/or the applicable Wage Order; (b) when Defendants intentionally, willfully
9 and/or negligently mischaracterized overtime as straight time; (c) when Defendants assigned more
10 work than could reasonably be completed in a workday or workweek to Plaintiff and class members,
11 but refused to authorize the overtime necessary for them to complete the assigned work; (d) when
12 Defendants altered timecards to remove overtime, and (e) when Defendants failed to include all
13 required wages and renumeration when calculating the overtime rate.

14 45. Defendants' failure to pay Plaintiff and the other class members as outlined above
15 violates California Labor Code sections 510 and 1198 and the applicable Wage Order and is therefore
16 unlawful.

17 46. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
18 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
19 fees.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

Meal Break Violations

(Against All Defendants and DOES 1 – 25)

24 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the
25 allegations in all preceding paragraphs.

26 48. California Labor Code sections 226.7 and 512(a) and the applicable Wage Order
27 govern Plaintiff and the other class members' employment by Defendants.

28 49. California Labor Code section 226.7 provides that no employer shall require an

1 employee to work during any meal period mandated by an applicable IWC Order.

2 50. The applicable IWC Wage Order and California Labor Code section 512(a) provide
3 that an employer may not require, cause, or permit an employee to work for a period of more than five
4 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
5 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
6 the meal period may be waived by mutual consent of both the employer and the employee.

7 51. The applicable IWC Wage Order and California Labor Code section 512(a) further
8 provides that an employer may not require, cause, or permit an employee to work a work period of
9 more than ten (10) hours per day without providing the employee with a second uninterrupted meal
10 period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12)
11 hours, the second meal period may be waived by mutual consent of the employer and the employee
12 only if the first meal period was not waived.

13 52. Plaintiff and the other class members who were scheduled to work for shifts no longer
14 than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were
15 required to work for periods longer than five (5) hours without an uninterrupted meal period of not
16 less than thirty (30) minutes.

17 53. Plaintiff and the other class members who were scheduled to work for shifts in excess
18 of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated
19 meal periods by mutual consent, were required to work for periods longer than ten (10) hours without
20 an uninterrupted meal period of not less than thirty (30) minutes.

21 54. Defendants intentionally and willfully required Plaintiff and the other class members
22 to work during meal periods and failed to compensate Plaintiff and the other class members for work
23 performed during meal periods. This includes, among other things, permitting and/or requiring
24 Plaintiff and class members to work through their lunch breaks, permitting and/or requiring Plaintiff
25 and class members to take late lunch breaks, permitting and/or requiring Plaintiff and class members
26 to take short lunch breaks, interrupting and/or allowing others to interrupt Plaintiff and class members
27 during their lunch breaks, failing to relieve Plaintiff and class members of all duties during their lunch
28 breaks, and restricting Plaintiff and class members from leaving the premises during their lunch

1 breaks.

2 55. Further, because of Defendants' rounding policy, meal breaks were at times incorrectly
3 recorded as compliant, when in reality they were untimely and/or cut short.

4 56. During the relevant time period, Defendants failed to pay Plaintiff and the other class
5 members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and
6 the applicable Wage Order.

7 57. Defendants' conduct therefore violates the applicable IWC Wage Order, and California
8 Labor Code sections 226.7 and 512(a).

9 58. Pursuant to the applicable IWC Wage Order and California Labor Code section
10 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
11 hour of pay at their regular rate of compensation for each workday that a compliant meal
12 period was not provided.

13 **FOURTH CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE SECTION 226.7**

15 **Rest Break Violations**

16 **(Against All Defendants and DOES 1 – 25)**

17 59. Plaintiff incorporates herein by specific reference, as though fully set forth, the
18 allegations in all preceding paragraphs.

19 60. California Labor Code section 226.7 and the applicable IWC Wage Order govern
20 Plaintiff and the other class members' employment by Defendants.

21 61. California Labor Code section 226.7 provides that no employer shall require an
22 employee to work during any rest period mandated by an applicable order of the California IWC.

23 62. The applicable IWC Wage Order provides that “[e]very employer shall authorize and
24 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
25 work period” and that the “rest period time shall be based on the total hours worked daily at the rate
26 of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily
27 work time is less than three and one-half (3½) hours.”

28 63. Defendants routinely required Plaintiff and the other class members to work three and

1 one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period
2 per each four (4) hour period, or major fraction thereof, worked.

3 64. Moreover, Defendants willfully required, suffered and permitted Plaintiff and the other
4 class members to work during what should have been their rest periods. Defendants also failed to
5 relieve Plaintiff and the other class members of all duties for ten (10) minutes as required for compliant
6 rest breaks.

7 65. As a result, Plaintiff worked through rest periods, took late rest periods, took
8 interrupted rest periods, and/or took short rest periods, if at all.

9 66. Pursuant to the applicable IWC Wage Order and California Labor Code section
10 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1)
11 additional hour of pay at their regular hourly rate of compensation for each workday that compliant
12 rest period(s) were not provided.

13 67. Defendants had no policy and/or practice to pay a premium when rest periods were
14 missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus
15 Defendants failed to pay Plaintiff and the other class members the full rest period premium due to
16 them in violation of California Labor Code section 226.7 and the applicable IWC Wage Orders.

17 68. Pursuant to the applicable IWC Wage Orders and California Labor Code section
18 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional
19 hour of pay at their regular rate of compensation for each workday complaint rest period(s) were not
20 provided.

21 **FIFTH CAUSE OF ACTION**

22 **VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210**

23 **Failure to Timely Pay Wages During Employment**

24 **(Against All Defendants and DOES 1 – 25)**

25 69. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in all preceding paragraphs.

27 70. California Labor Code section 204 provides that all wages earned by any person in any
28 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages

due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

71. California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

72. California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

73. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations and rest break violations), Defendants intentionally and willfully failed to timely pay Plaintiff and other class members all wages due to them within the period permissible under California Labor Code section 204.

74. Plaintiff and other class members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226(a)

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

75. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

76. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

77. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations and rest break violations), Defendants intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage

1 statements. The deficiencies include, among other things, the failure to state all hours worked, the
2 failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and
3 the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code
4 226(a).

5 78. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
6 and the other class members have suffered injury and damage to their statutorily protected rights.

7 79. Specifically, Plaintiff and the other class members have been injured by Defendants'
8 intentional violation of California Labor Code section 226(a) because they were denied both their legal
9 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
10 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
11 number of total hours worked on wage statements, Plaintiff and the other class members have been
12 prevented by Defendants from determining if all hours worked were paid and the extent of the
13 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
14 time records, and perform computations in order to analyze whether in fact Plaintiff and the other class
15 members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
16 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
17 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
18 ability to demand and recover the underpayment of wages from Defendants.

19 80. Plaintiff and the other class members are entitled to recover from Defendants the
20 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
21 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

22 **SEVENTH CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

24 **Final Wages Not Timely Paid**

25 **(By the Former Employee Sub-Class Against All Defendants and DOES 1 – 25)**

26 81. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in all preceding paragraphs.

28 82. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required

1 to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
2 section 201 mandates that if an employer discharges an employee, the employee's wages accrued and
3 unpaid at the time of discharge are due and payable immediately. California Labor Code section 202
4 mandates that if an employee quits, his or her wages shall become due and payable not later than
5 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
6 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
7 quitting.

83. California Labor Code section 203 provides that if an employer willfully fails to pay,
9 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
10 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
11 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
12 continue for more than thirty (30) days.

13 84. As a result of the violations set forth in detail above (failure to pay overtime, failure to
14 pay minimum wages, meal break violations and rest break violations), at the time that Plaintiff and the
15 other class members' employment with Defendants ended, Defendants knowingly and willfully failed
16 to pay Plaintiff and the other class members all wages owed to them pursuant to California Labor Code
17 sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period
18 premium wages, and rest period premium wages, and all wages due to Plaintiff and class members as
19 they became due, as required per California Labor Code sections 204.

20 85. As a result, Plaintiff and the other class members are entitled to all available
21 statutory penalties, including the waiting time penalties provided in California Labor Code section
22 203, together with interest thereon, as well as other available remedies.

23 **EIGHTH CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

25 **Failure to Reimburse Necessary Business Expenses**

26 **(Against All Defendants and DOES 1 – 25)**

27 86. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in all preceding paragraphs.

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

88. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to the use of personal cell phones for work-related purposes.

89. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of employment, plus interest accrued from the date on which Plaintiff and the other class members incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET. SEQ.*

Unfair and Unlawful Business Practices

(Against All Defendants and DOES 1 – 25)

90. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

91. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendants' failure and refusal to: (1) pay overtime compensation, minimum wages, and meal and rest period premiums, (2) timely pay wages at the correct rate during employment, (3) furnish accurate itemized wage statements, (4) reimburse business-related expenses, and (5) timely pay wages upon termination, constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 *et seq.*

92. Defendants' acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and the other class members.

93. Defendants have avoided payment of overtime wages, minimum wages, meal period premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

94. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore them to Plaintiff and the other class members.

95. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. This action be certified as a class action;
2. Plaintiff be appointed as the representative of the Class;
3. Plaintiff be appointed as the representative of the Former Employee Sub-Class;
4. Counsel for Plaintiff be appointed as class counsel; and
5. Defendants provide to class counsel the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

6. That the Court declare, adjudge and decree that Defendants violated California Labor

1 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
2 other class members;

3 7. For general unpaid wages and such general and special damages as may be appropriate;

4 8. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
5 Plaintiff and the other class members in the amount as may be established according to proof at trial;

6 9. For pre-judgment interest on any unpaid compensation from the date such amounts
7 were due;

8 10. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
9 Labor Code section 1194(a);

10 11. For liquidated damages pursuant to California Labor Code section 1194.2;

11 12. For such other and further relief as the Court may deem just and proper.

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

13 13. That the Court declare, adjudge and decree that Defendants violated California Labor
14 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
15 wages due to Plaintiff and the other class members;

16 14. For general unpaid wages at overtime wage rates and such general and special
17 damages as may be appropriate;

18 15. For pre-judgment interest on any unpaid overtime compensation commencing from
19 the date such amounts were due;

20 16. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
21 Labor Code section 1194;

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

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

24 18. That the Court declare, adjudge and decree that Defendants violated California Labor
25 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
26 periods, (including second meal periods) to Plaintiff and the other class members;

27 19. That the Court make an award to Plaintiff and the other class members of one (1) hour
28 of pay at each employee's regular rate of compensation for each workday that a meal period was not

1 provided;

- 2 20. For all actual, consequential, and incidental losses and damages, according to proof;
- 3 21. For premium wages pursuant to California Labor Code section 226.7(c);
- 4 22. For pre-judgment interest on any unpaid wages from the date such amounts were due;
- 5 23. For reasonable attorneys' fees and costs of suit incurred herein;
- 6 24. For such other and further relief as the Court may deem just and proper.

7 **As to the Fourth Cause Action**

8 25. That the Court declare, adjudge and decree that Defendants violated California Labor
9 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
10 Plaintiff and the other class members;

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

- 14 27. For all actual, consequential, and incidental losses and damages, according to proof;
- 15 28. For premium wages pursuant to California Labor Code section 226.7(c);
- 16 29. For pre-judgment interest on any unpaid wages from the date such amounts were due;
- 17 30. For such other and further relief as the Court may deem just and proper.

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

19 31. That the Court declare, adjudge and decree that Defendants violated California Labor
20 Code section 204 by willfully failing to pay all compensation owed at the time required by California
21 Labor Code section 204 to Plaintiff and the class;

- 22 32. For statutory penalties pursuant to California Labor Code section 210;
- 23 33. For such other and further relief as the Court deems just and proper.

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

25 34. That the Court declare, adjudge and decree that Defendants violated the record keeping
26 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
27 as to Plaintiff and the other class members, and willfully failed to provide accurate
28 itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;
36. For statutory penalties pursuant to California Labor Code section 226(e);
37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g);
38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

40. For all actual, consequential, and incidental losses and damages, according to proof;
41. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;
42. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
43. For such other and further relief as the Court may deem just and proper.

As to the Eight Cause of Action

44. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

45. For actual, consequential and incidental losses and damages, according to proof;
46. For the imposition of civil penalties and/or statutory penalties;
47. For punitive damages and/or exemplary damages according to proof at trial;
48. For reasonable attorneys' fees and costs of suit incurred herein; and
49. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

50. That the Court declare, adjudge and decree that Defendants violated the following

1 California Labor Code sections as to Plaintiff and the other class members: 510 and 1198 (by failing
2 to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a)
3 (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely
4 pay wages during employment); 226(a) (by failing to provide accurate wage statements); and 201,
5 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to
6 reimburse business-related expenses);

7 51. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-
8 judgment interest from the day such amounts were due and payable;

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

12 53. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
13 Code of Civil Procedure section 1021.5; and

14 54. For injunctive relief to ensure compliance with this section, pursuant to California
15 Business and Professions Code sections 17200, *et seq.*

16
17 DATED: December 15, 2023

BLACKSTONE LAW, APC

18
19 By:



Jonathan M. Genish, Esq.
Barbara DuVan-Clarke, Esq.
Alex Spellman, Esq.
P.J. Van Ert, Esq.

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21
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23 Attorneys for Plaintiff
24 JEANNE BOUDREAU, individually and on
25 behalf of others similarly situated
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27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

4 | DATED: December 15, 2023

BLACKSTONE LAW, APC

By:

Jonathan M. Genish, Esq.
Barbara DuVan-Clarke, Esq.
Alex Spellman, Esq.
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