

1 David Lavi, Esq. (State Bar No. 277604)
2 Email: dlavi@ebralavi.com
3 Arie Ebrahimian, Esq. (State Bar No. 274961)
4 Email: arie@ebralavi.com
5 **E&L, LLP**
6 8889 W. Olympic Blvd., 2nd Floor
7 Beverly Hills, California 90211
8 Telephone: (213) 213-0000
9 Facsimile: (213) 213-0025

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10 Attorneys for PLAINTIFF VANNESA GONZALEZ,
11 on behalf of herself and others similarly situated

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

VANNESA GONZALEZ, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

PLANNED PARENTHOOD LOS ANGELES,
a California corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **23STCV28464**

CLASS ACTION

**PLAINTIFF VANESSA GONZALEZ'S
COMPLAINT FOR DAMAGES AND
RESTITUTION AND FOR:**

1. **FAILURE TO PAY WAGES FOR ALL TIME WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
2. **FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED, AND FAILURE TO INCLUDE ADDITIONAL REMUNERATION WHEN CALCULATING OVERTIME WAGES IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND 1198**
3. **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
4. **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**

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- 5. **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN VIOLATION OF LABOR CODE SECTION 227.3**
- 6. **FAILURE TO PROVIDE SICK PAY IN VIOLATION OF LABOR CODE SECTION 246**
- 7. **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
- 8. **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204**
- 9. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
- 10. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
- 11. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, et seq.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff VANNESSA GONZALEZ (“Plaintiff”), who alleges and complains against Defendants PLANNED PARENTHOOD LOS ANGELES (“Defendant PLANNED PARENTHOOD”), and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

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1 **INTRODUCTION**

2 1. This is a wage and hour class action lawsuit on behalf of Plaintiff and other current
3 and former non-exempt employees of Defendants in California seeking within the applicable statute
4 of limitations periods:

- 5 (a) failure to pay wages for all hours worked at minimum wage;
- 6 (b) failure to pay overtime wages for all overtime hours worked;
- 7 (c) failure to pay overtime at the proper overtime rate by failing to include all
8 remuneration in calculating the regular rate of pay for purposes of paying overtime;
- 9 (d) failure to authorize or permit all legally required and compliant meal periods
10 and/or pay meal period premium wages;
- 11 (e) failure to authorize or permit all legally required and compliant rest periods
12 and/or pay rest period premium wages;
- 13 (f) failure to pay accrued and vested vacation/PTO wages;
- 14 (g) failure to pay sick pay at the proper regular rate;
- 15 (h) failure to indemnify all necessary expenditures or losses incurred by employees
16 in direct consequence of discharging their duties;
- 17 (i) statutory penalties for failure to timely pay earned wages during employment;
- 18 (j) statutory waiting time penalties in the form of continuation wages for failure
19 to timely pay employees all wages due upon separation of employment; and
- 20 (k) statutory penalties for failure to provide accurate wage statements.

21 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
22 restitution, statutory penalties, and injunctive relief and other equitable relief, reasonable attorney’s
23 fees pursuant to Labor Code §§218.5, 226(e), 1194, costs, interest, and liquidated damages, on behalf
24 of herself and all others similarly situated.

25 **JURISDICTION AND VENUE**

26 2. This Court has subject matter jurisdiction to hear this case because Plaintiff’s and
27 putative class members’ claims for unpaid wages, actual damages, liquidated damages, restitution,
28

1 and penalties sought by Plaintiff on behalf of herself and others similarly situated from Defendants
2 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3 3. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure
4 §§393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions
5 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
6 maintains offices, transacts business, and/or has an agent therein.

7 4. Defendants operate throughout California; Defendants employed Plaintiff and
8 putative class members in locations throughout California, including but not limited to Los Angeles
9 County, at 400 West 30th Street, Los Angeles, California 90007; more than two-thirds of putative
10 class members are California citizens; the principal violations of California law occurred in
11 California; the conduct of Defendants forms a significant basis for Plaintiff's and putative class
12 members' claims; and Plaintiff and putative class members seek significant relief from Defendants.

13 **PARTIES**

14 5. Plaintiff brings this action on behalf of herself and other members of the general public
15 similarly-situated. The named Plaintiff and the class of persons on whose behalf this action is filed
16 are current, former and/or future employees of Defendants who work as hourly non-exempt
17 employees. At all times mentioned herein, the currently named Plaintiff is and was a resident of
18 California and were employed by Defendants within the four years prior to the filing of the Complaint.

19 6. Defendants employed Plaintiff as an hourly non-exempt employee from in or around
20 February 3, 2019 to the date of filing this Complaint.

21 7. Plaintiff is informed and believes, and on that basis alleges that Defendants employed
22 Plaintiff and other hourly non-exempt employees throughout the State of California and therefore its
23 conduct forms a significant basis of the claims asserted in this matter.

24 8. Plaintiff is informed and believes and thereon alleges that Defendants PLANNED
25 PARENTHOOD and DOES 1-25 are authorized to do business within the State of California and are
26 doing business in the State of California and/or that Defendants DOES 1-25 are, and at all times
27 relevant hereto were persons acting on behalf of Defendants in the establishment of, or ratification
28 of, the aforementioned illegal wage and hour practices or policies. Defendants PLANNED

1 PARENTHOOD and DOES 1-25 operate in Los Angeles County and employed Plaintiff and other
2 putative class members in Los Angeles County at its business located at 400 West 30th Street, Los
3 Angeles, California 90007.

4 9. Plaintiff is informed and believes and thereon alleges that Defendants DOES 26-50
5 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff that
6 employed Plaintiff and aggrieved California non-exempt employees, permitted Plaintiff and
7 aggrieved employees to work, and exercised control over the wages, hours and working conditions
8 of employment of Plaintiff and aggrieved employees.

9 10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-100
10 are individuals unknown to Plaintiff. Each individual Defendant is sued individually in his or her
11 capacity as an agent, shareholder, owner, representative, manager, supervisor, independent contractor
12 and/or employee of each Defendant and participated in the establishment of, or ratification of, the
13 aforementioned illegal wage and hour practices or policies.

14 11. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
15 sues said Defendants by said fictitious names, and will amend this Complaint when the true names
16 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
17 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
18 Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

19 12. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each
20 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
21 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
22 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
23 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
24 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
25 Complaint. Plaintiff is further informed and believes and thereon alleges that each Defendant acted
26 pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each
27 Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled,
28 aided and abetted the conduct of all other defendants. As used in this Complaint, "Defendants" means

1 “Defendants and each of them,” and refers to the Defendants named in the particular cause of action
2 in which the word appears and includes Defendants PLANNED PARENTHOOD and DOES 1 to
3 100, inclusive.

4 13. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
5 employee, and/or joint venturer of each of the other Defendants and was acting within the course and
6 scope of said conspiracy, agency, employment, and/or joint venture and with the permission and
7 consent of each of the other Defendants.

8 14. Plaintiff makes the allegations in this Complaint without any admission that, as to any
9 particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
10 reserves all of Plaintiff rights to plead in the alternative.

11 **DESCRIPTION OF ILLEGAL PAY PRACTICES**

12 15. Pursuant to Industrial Welfare Commission (“IWC”) Wage Order 4 (“Wage Order”),
13 codified at California Code of Regulations title 8, §11010, Defendants are employers of Plaintiff
14 within the meaning of Wage Order 4 and §18 of the Labor Code. Therefore, each of these Defendants
15 is jointly and severally liable for the wrongs complained of herein in violation of the Wage Order and
16 the Labor Code.

17 16. **Failure to Pay Wages for All Hours Worked at the Legal Minimum Wage:**
18 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees.
19 In California, an employer is required to pay hourly employees for all “hours worked” at least the
20 minimum wage rate of pay which includes all time that an employee is under the control of the
21 employer and all time the employee is suffered and permitted to work as established by the Industrial
22 Welfare Commission (“IWC”) and the Wage Orders. This includes the time an employee spends,
23 either directly or indirectly, performing services which inure to the benefit of the employer.

24 17. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
25 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
26 similarly situated employees all wages at the applicable overtime wage for all hours worked due to
27 Defendants’ policies, practices, and/or procedures including, but not limited to:

28 a. Since the outbreak of COVID-19, Defendants have required Plaintiff and similarly

1 situated employees to line up and wait to undergo and undergo off-the-clock
2 temperature checks prior to being permitted to clock in for their shifts without paying
3 Plaintiffs or similarly situated employees for this additional off-the-clock time.

4 18. Defendants suffered, permitted, and required their hourly non-exempt employees to
5 be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and
6 similarly situated employees working time for which they were not compensated any wages, in
7 violation of Labor Code §§1194, 1197, and Wage Order 4.

8 19. **Failure to Pay Wages for Overtime Hours Worked at the Overtime Rate of Pay:**
9 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees.
10 In California, an employer is required to pay hourly employees for all "hours worked," which includes
11 all time that an employee is under the control of the employer and all time the employee is suffered
12 or permitted to work. This includes the time an employee spends, either directly or indirectly,
13 performing services which inure to the benefit of the employer.

14 20. Labor Code §§510 and 1194 and Wage Order 4 require an employer to compensate
15 employees at a higher rate of pay for hours worked in excess of eight (8) hours in a workday, more
16 than forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

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

22 Labor Code §510; Wage Order 4, §3.

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

26 a. Since the outbreak of COVID-19, Defendants have required Plaintiff and similarly
27 situated employees to line up and wait to undergo and undergo off-the-clock
28 temperature checks prior to being permitted to clock in for their shifts without paying

1 Plaintiffs or similarly situated employees for this additional off-the-clock time.

2 22. To the extent Plaintiff and similarly situated employees had already worked 8 hours
3 in the workday and/or during workweeks Plaintiff and similarly situated employees had already
4 worked 40 hours in a workweek, the employees should have been paid overtime for this unpaid time.
5 This resulted in hourly non-exempt employees working time which should have been paid at the legal
6 overtime rate but was not paid any wages in violation of Labor Code §§510, 1194, and Wage Order
7 4, §3.

8 23. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
9 failing to pay Plaintiffs and similarly situated employees for all overtime hours worked, in violation
10 of Labor Code §§510, 1194, 1198, and the Wage Order.

11 24. **Failure to Pay Overtime at the Proper Overtime Rate by Failing to Include all**
12 **Remuneration in Calculating the Regular Rate of Pay for Purposes of Paying Overtime:**
13 Defendants employ hourly non-exempt employees, including Plaintiff and others similarly situated,
14 with a compensation structure that includes additional remuneration, including an additional bonus
15 incentive.

16 25. California Labor Code sections 510 and 1194 require an employer to compensate
17 employees a higher rate of pay for hours worked in excess of eight hours in a workday:

18 Any work in excess of eight hours in one workday and any work in excess of 40 hours
19 in any one workweek and the first eight hours worked on the seventh day of work in
20 any one workweek shall be compensated at the rate of no less than one and one-half
21 times the regular rate of pay for an employee. Any work in excess of 12 hours in one
22 day shall be compensated at the rate of no less than twice the regular rate of pay for
23 an employee. In addition, any work in excess of eight hours on any seventh day of a
24 workweek shall be compensated at the rate of no less than twice the regular rate of pay
25 of an employee.

23 (Cal. Lab. Code §510.)

24 26. Regarding the “regular rate,” overtime is based upon an employee’s regular rate of
25 pay. “The regular rate at which an employee is employed shall be deemed to include all remuneration
26 for employment paid to, or on behalf, of the employee.” See Division of Labor Standards
27 Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

28 27. At times, Plaintiff and similarly situated employees worked overtime hours under state

1 law during pay periods that they earned the additional bonus incentive. Despite the fact that California
2 law requires employers to include all remuneration as part of the regular rate of pay for determining
3 overtime premium pay, Defendants entirely excluded Plaintiff's and similarly situated hourly non-
4 exempt employees' an additional bonus incentive in calculating those employees' overtime rate of
5 pay.

6 28. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
7 other similarly situated hourly non-exempt employees working hours in excess of eight hours in a
8 workday and/or 40 hours in a workweek and Defendants paying them less overtime than they earned
9 pursuant to California law.

10 29. **Failure to Pay Hourly Non-Exempt Employees Wages to Compensate Them for**
11 **Workdays Defendants Failed to Provide Required Meal Periods:** California law requires an
12 employer to authorize or permit an employee an uninterrupted meal period of no less than 30-minutes
13 in which the employee is relieved of all duties and the employer relinquishes control over the
14 employee's activities prior to the employee's sixth hour of work. Cal. Lab. Code §§226.7, 512; Wage
15 Order 9-2001, 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer
16 may not employ an employee for a work period of more than 10 hours per day without providing the
17 employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh
18 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
19 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
20 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
21 of all duty; and (2) the parties have a written agreement agreeing to on duty meal periods. If an
22 employer fails to provide an employee a meal period in accordance with the law, the employer must
23 pay the employee one hour of pay at the employee's regular rate of pay for each workday that a legally
24 required meal period was not timely provided or was not duty-free. *Id.*

25 30. During the four years prior to the filing of the complaint, Plaintiff and similarly
26 situated employees regularly worked shifts of more than 5 hours in length. Nevertheless, Plaintiff and
27 similarly situated employees were not given an uninterrupted 30-minute meal break for every five
28 hours of work because Defendants' systematic company policy pressured and/or required employees

1 to work without receiving meal periods, or the meal breaks were interrupted, untimely, taken while
2 working, and/or were shorter than 30 minutes. Nevertheless, Defendants automatically deducted 30
3 minutes from Plaintiff's and similarly situated employees' daily hours worked and attributed that time
4 to a first meal period

5 31. At times, Plaintiff and California non-exempt employees would work in excess of 10
6 hours which would entitled them to a second meal period before the 10th hour of work. Defendants
7 did not provide Plaintiff and California non-exempt employees with a second meal period when they
8 worked in excess of 10 hours. Defendants did not have a procedure in place to pay Plaintiff and
9 California non-exempt employees a premium wage for their missed meal periods when they did not
10 receive a second meal period. Accordingly, Defendants did not pay Plaintiff and California non-
11 exempt employees a premium wage when they did not receive a second meal period.

12 32. Defendants also failed to pay Plaintiff and similarly situated employees one hour of
13 pay at their regular rate of pay for each workday Plaintiff and similarly situated employees did not
14 receive all legally compliant meal periods. Defendants lacked a policy and procedure for
15 compensating Plaintiff and similarly situated employees with premium wages when they did not
16 receive all legally required meal periods in a legally compliant manner.

17 33. During pay periods Defendants paid Plaintiffs and similarly situated employees an
18 additional bonus incentive and meal period premium wages for missed, late, short, or interrupted meal
19 periods, Defendants failed to pay the meal period premium wages at one (1) hour of pay at Plaintiff's
20 and similarly situated employees' regular rate of pay due to Defendants' failure to include the an
21 additional bonus incentive when calculating Plaintiff's and similarly situated employees regular rate
22 of pay for the purpose of paying premium wages.

23 34. These practices and procedures resulted in Plaintiff and all other similarly situated
24 employees not receiving wages to compensate them for workdays which Defendants did not provide
25 them with legally compliant meal periods in compliance with California law.

26 35. **Failure to Pay Hourly Employees Wages to Compensate Them for Workdays**
27 **Defendants Failed to Provide Required Rest Periods:** Defendants often employed hourly
28 employees, including the named Plaintiff and all others similarly-situated, for shifts at least three and

1 one-half (3.5) hours in length.

2 36. California law states that “[e]very employer shall authorize and permit all employees
3 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
4 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
5 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
6 an employee a rest period in accordance with the applicable provisions of this order, the employer
7 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
8 workday that the rest period is not provided.” (Wage Order 4 §11; see Lab. Code §226.7.) Under
9 California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six
10 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
11 more than 10 hours up to 14 hours, and so on.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004,
12 1029; Lab. Code §226.7; Wage Order 4 §11.) Rest periods must be in the middle of each work period.
13 (Wage Order 4 §11.) If an employer fails to provide an employee a timely and legally compliant rest
14 period, the employer must pay the employee one hour of pay at the employee’s regular rate of
15 compensation for each work day that a legally required meal period was not provided or was not duty
16 free. (*Id.*)

17 37. Despite that California law requires employers to provide employees with one 10-
18 minute rest break when an employee’s work shift is in excess of 3.5 hours, a second 10 minute rest
19 break when a shift is in excess of 6 hours, a third 10-minute rest break when a shift is in excess of 10
20 hours, Defendants regularly failed to do so. As a result, Plaintiff and similarly situated non-exempt,
21 employees did not receive legally compliant rest periods as they were untimely, on-duty, or were not
22 taken at all.

23 38. Defendants also failed to pay employees one hour of pay at their regular rate of pay
24 for each workday Plaintiff and similarly situated employees did not receive all timely and legally
25 compliant rest periods.

26 39. This practice resulted in Plaintiff and all other similarly situated California non-
27 exempt employees not receiving wages to compensate them for workdays which Defendants did not
28 provide them with rest periods in compliance with California law.

1 40. **Failure to Pay Accrued and Vested Vacation Wages:** Defendants had a policy
2 and/or procedure of providing its employees with paid vacation time and/or personal time off
3 (“Vacation/PTO”).

4 41. Vacation/PTO wages are deferred wages that vest once accrued. Labor Code §227.3
5 provides that an employer must pay its employees all unused vested vacation/PTO at the time of
6 termination at the employees’ final rate of pay.

7 42. Defendants had a vacation policy in which Plaintiff and other similarly situated
8 employees accrued vacation/PTO wages.

9 43. Defendants terminated Plaintiff and other similarly situated employees without paying
10 them the full amount of their earned vacation/PTO wages, in violation of California law, and
11 employed policies and procedures which ensured Plaintiff and those similarly situated would not
12 receive their accrued and vested vacation/PTO wages upon termination.

13 44. **Failure to Pay Sick Pay at the Proper Rate:** Defendants failure to pay sick pay to
14 Plaintiff and similarly situated employees at the correct rate. Plaintiff received compensation in
15 addition to hourly wages, but those additional amounts were not included when calculating sick pay
16 wages. Instead, Defendants paid Plaintiff and similarly situated employees at their base hourly rate
17 of pay.

18 45. **Failure to indemnify employees for losses and expenditures incurred as part of**
19 **their employment:** Labor Code §2802(a) states that “[a]n employer shall indemnify his or her
20 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
21 the discharge of his or her duties, or of his or her obedience to the directions of the employer...” An
22 employer is prohibited from passing the ordinary business expenses and losses of the employer onto
23 the employee. (Labor Code §2802).

24 46. Defendants employed policies, practices, and/or procedures of impermissibly passing
25 business-related expenses to Plaintiffs and similarly situated employees.

26 47. The costs incurred by Plaintiff and similarly situated employees to pay for their own
27 mandatory compliance with Defendants’ policies, practices, and/or procedures were significant as a
28 result of their employment with Defendants.

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

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

7 **50. Failure to Timely Pay Earned Wages During Employment:** In California, wages
8 must be paid at least twice during each calendar month on days designated in advance by the employer
9 as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st
10 and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of
11 that month and wages earned between the 16th and the last day, inclusive, of any calendar month
12 must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as
13 those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days
14 following the close of the payroll period in which wages were earned. Labor Code §204(d).

15 51. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
16 timely pay Plaintiff's and similarly situated employees' earned wages (including minimum wages,
17 overtime wages, meal period premium wages, rest period premium wages, vacation/PTO pay, sick
18 pay, and reimbursement pay), in violation of Labor Code §204.

19 52. Defendants' aforementioned policies, practices, and/or procedures resulted in their
20 failure to pay Plaintiff and similarly situated employees their earned wages within the applicable time
21 frames outlined in Labor Code §204.

22 **53. Failure to Timely Pay All Wages Due at the Time of Termination/Resignation:**
23 An employer is required to pay all unpaid wages timely after an employee's employment ends. The
24 wages are due immediately upon termination (Labor Code §201) or within 72 hours of resignation
25 (Labor Code §202).

26 54. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges that
27 he, and other similarly situated employees, were not paid their final wages in a timely manner upon
28 separation of employment, whether voluntary or involuntary, as required by Labor Code §201, 202,

1 at least at minimum wage for all time they were subject to Defendants' control.

2 **B. Overtime Class:** All current and former hourly non-exempt employees
3 employed by Defendants in California at any time within the four years prior to the filing of the initial
4 Complaint in this action and through the date notice is mailed to a certified class who worked more
5 than eight hours in a in a workday or 40 hours in a workweek and to whom Defendants did not pay
6 all overtime wages owed.

7 **C. Regular Rate Class:** All current and former non-exempt employees employed
8 by Defendants in California at any time within the four years prior to the filing of the initial complaint
9 in this action and through the date notice is mailed to a certified class, who earned bonuses which
10 were not included in calculating the overtime pay earned during pay periods the employees earned
11 the bonuses and worked in excess of 8 hours in a workday, 40 hours in a workweek, or on a seventh
12 consecutive day of work in a workweek.

13 **D. Meal Period Class:** All current and former hourly non-exempt employees
14 employed by Defendants in California at any time within the four years prior to the filing of the initial
15 Complaint in this action and through the date notice is mailed to a certified class who worked more
16 than 5 hours during a workday and did not receive wages to compensate them for missed meal periods,
17 late meal periods, interrupted meal periods, meal periods taken onsite and/or short meal periods.

18 **E. Meal Period Premium Wages Class:** All current and former hourly non-
19 exempt employees employed by Defendants in California at any time from four (4) years prior to the
20 filing of the initial Complaint in this matter through the date notice is mailed to a certified class who
21 received additional remuneration including, but not limited to, an additional "Bonus" during pay
22 periods in which they were owed and/or paid meal period premium wages and whose regular rate of
23 pay did not include additional remuneration including, but not limited to, an additional "Bonus" when
24 Defendants calculated those employees' meal period premium wages.

25 **F. Rest Period Class:** All current and former hourly non-exempt employees
26 employed by Defendants in California at any time within the four years prior to the filing of the initial
27 Complaint in this action and through the date notice is mailed to a certified class who worked at least
28 three and one-half (3.5) or more hours in a day who did not receive required rest periods of ten net

1 minutes rest time for every four hours worked between three and one-half and six hours, six and ten
2 hours, or ten and fourteen hours.

3 **G. Rest Period Premium Wages Class:** All current and former hourly non-
4 exempt employees employed by Defendants in California at any time from four (4) years prior to the
5 filing of the initial Complaint in this matter through the date notice is mailed to a certified class who
6 received additional remuneration including, but not limited to, an additional “Bonus” during pay
7 periods in which they were owed and/or paid rest period premium wages and whose regular rate of
8 pay did not include additional remuneration including, but not limited to, an additional “Bonus” when
9 Defendants calculated those employees’ rest period premium wages

10 **H. Vacation Pay Class:** All current and former non-exempt employees employed
11 by Defendants in California at any time within the four (4) years prior to the filing of the initial
12 complaint in this action and through the date notice is mailed to a certified class who accrued vacation
13 time/personal time off, yet Defendants did not pay all wages due for vested vacation time/personal
14 time off upon separation of employment.

15 **I. Sick Pay Class:** All current and former non-exempt employees employed by
16 Defendants in California as direct employees as well as temporary employees employed through
17 temporary employment agencies at any time from four (4) years prior to the filing of the initial
18 Complaint in this matter through the date notice is mailed to a certified class who were paid sick pay
19 in a period in which they earned any other pay that should have been included, including but not
20 limited to, additional “Bonus”, in their sick pay wages.

21 **J. Indemnification Class:** All current and former hourly non-exempt employees
22 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
23 Complaint in this action through the date notice is mailed to a certified class who did not receive
24 indemnification to reimburse them for the necessary expenditures incurred in the discharge of their
25 duties.

26 **K. Pay Day Class:** All current and former hourly non-exempt employees
27 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
28 Complaint in this action through the date notice is mailed to a certified class who were not timely

1 paid earned wages during their employment.

2 L. **Waiting Time Class:** All current and former hourly non-exempt employees
3 employed by Defendants in California at any time within the three years prior to the filing of the
4 initial Complaint in this action and through the date notice is mailed to a certified class who did not
5 receive payment of all unpaid wages upon separation of employment within the statutory time period.

6 M. **Wage Statement Class:** All current and former non-exempt employees
7 employed by Defendants in California at any time within the one year prior to the filing of the initial
8 complaint in this action and through the date notice is mailed to a certified class who received
9 inaccurate or incomplete wage statements.

10 N. **California Class:** All aforementioned classes are here collectively referred to
11 as the “California Class.”

12 59. There is a well defined community of interest in the litigation and the classes are
13 ascertainable:

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

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

21 i. Whether Defendants violated Labor Code §§1194 and 1197 by not
22 paying employees’ wages at a minimum wage rate for all time that the Minimum Wage Class
23 Members were subject to Defendants’ control but were not paid;

24 ii. Whether Defendants violated Labor Code §§510 and 1194 by not
25 paying employees’ wages at an overtime wage rate for all overtime hours that the Overtime Class
26 Members were subject to Defendants’ control but were not paid.

27 iii. Whether Defendants violated Labor Code §§510 and 1194 by failing to
28 include all remuneration when calculating the overtime rate of pay for the members of the Regular

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Rate Class.

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

v. Whether Defendants violated Labor Code §§512 and 226.7, as well as the applicable Wage Order, by employing Meal Period Class Members and Meal Period Premium Class Members without providing all their required meal periods, paying meal period premium wages, or not including all remuneration when paying meal period premium wages;

vi. Whether Defendants violated the Wage Order and Labor Code §226.7 and the applicable Wage Order by employing Rest Period Class Members without providing all their required rest periods or paying rest period premium wages;

vii. Whether Defendants violated Labor Code §227.3 by failing to pay the Vacation Pay Class Members all vacation time/personal time off wages due to them upon termination;

viii. Whether Defendants failed to pay sick pay to the Sick Pay Class at the correct rate;

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

x. Whether Defendants violated Labor Code §204 by employing Pay Day Class Members without timely paying them all earned wages during their employment;

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

xii. Whether Defendants unlawfully failed to furnish the Wage Statement Class with proper accurate itemized wage statements;

xiii. Whether Defendants committed unlawful business acts or practice within the meaning of Business and Professions Code §17200 *et seq.*;

xiv. Whether California Class Members are entitled to unpaid wages,

1 penalties and other relief pursuant to their claims;

2 xv. Whether, as a consequence of Defendants' unlawful conduct, the
3 California Class Members are entitled to restitution, and/or equitable relief; and

4 xvi. Whether Defendants' affirmative defenses, if any, raise any common
5 issues of law or fact as to Plaintiff and as to the California Class Members as a whole.

6 C. **Typicality:** Plaintiff' claims are typical of the claims of the class members in
7 each of the classes. Plaintiff and the members of the Minimum Wage Class sustained damages arising
8 out of Defendants' failure to pay wages at least at minimum wage for all time the employees were
9 subject to Defendants' control. Plaintiff and the members of the Overtime Wage Class sustained
10 damages arising out of Defendants' failure to pay the overtime wages for overtime hours worked.
11 Plaintiff and members of the Regular Rate Class sustained damages arising out of Defendants' failure
12 to pay them at the proper overtime rate by failing to include all remuneration when calculating their
13 regular rate of pay for purposes of determining their overtime rate of pay. Plaintiff and the members
14 of the Meal Period Class sustained damages arising out of Defendants' failure to provide employees
15 all legally required meal periods and failure to pay meal period premium wages as compensation.
16 Plaintiff and the members of the Meal Period Class and Meal Period Premium Wages Class sustained
17 damages arising out of Defendants' failure to provide employees meal periods of not less than 30
18 minutes and failure to pay meal period premium wages as compensation or failure to pay meal period
19 premiums wages at the regular rate of pay. Plaintiff and the members of the Rest Period Class
20 sustained damages arising out of Defendants' failure to provide employees all legally required rest
21 periods and failure to pay rest period premium wages as compensation. Plaintiff and the Members of
22 the Rest Period Class and Rest Period Premium Wages Class sustained damages arising out of
23 Defendants' failure to provide non-exempt employees rest periods of a net 10 minutes and failure to
24 pay rest period premium wages as compensation or failure to pay rest period premium wages at the
25 regular rate of pay. Plaintiff and the members of the Vacation Pay Class sustained damages arising
26 out of Defendants' failure to pay all accrued and vested vacation/PTO wages upon separation of
27 employment. Plaintiff. Plaintiff and members of the Sick Pay Class sustained damages arising out of
28 Defendants' failure to properly calculate and pay sick pay. Plaintiff and members of the

1 Indemnification Class sustained damages from Defendants' failure to provide reimbursement of costs
2 to compensate them for the necessary expenditures incurred in the discharge of their duties. Plaintiff
3 and members of the Pay Day Class sustained damages arising out of Defendants' failure to timely
4 pay them all wages earned during their employment in compliance with Labor Code §204. Plaintiff
5 and the members of the Waiting Time Class sustained damages arising out of Defendants' failure to
6 provide all unpaid yet earned wages due upon separation of employment within the statutory time
7 limit. Plaintiff and the members of the Wage Statement Class sustained damages arising out of
8 Defendants' failure to furnish them with accurate and/or complete itemized wage statements in
9 compliance with Labor Code §226.

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

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

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

1 allows for vindication of their rights.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**

4 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

5 **(By Plaintiff and the Minimum Wage Class As Against all Defendants and Doe Defendants)**

6 60. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
7 by reference.

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

10 62. Pursuant to Labor Code §§1194, 1197, and Wage Orders, Plaintiff and the Minimum
11 Wage Class are entitled to receive wages for all hours worked, i.e., all time subject to Defendants'
12 control, and those wages must be paid at least at the minimum wage rate in effect during the time the
13 Minimum Wage Class members earned the wages.

14 63. Defendants' payroll policies and procedures required members of the Minimum Wage
15 Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in
16 which they were subject to Defendants' control.

17 64. Specifically, Defendants "rounded" down or "shaved" Plaintiff's and Minimum Wage
18 Class Members' total daily hours worked at their clock-in and clock-out times to the nearest quarter
19 of an hour, to the benefit of Defendants. Plaintiff and Minimum Wage Class Members' were not
20 paid for this time.

21 65. In addition, Defendants employed a policy, practice, and/or procedure whereby they
22 automatically deducted 30 minutes from employees' daily hours worked and attributed that time to a
23 first meal period, even though Defendants routinely provided employees meal periods of less than the
24 30 minutes. The 30-minute automatic deduction from Plaintiff's and similarly situated employees'
25 timecards resulted in hours worked during meal periods that were not properly reflected on their time
26 sheets and therefore not compensated for in violation of Labor Code §§1194, 1197, and the Wage
27 Order.

28 66. As a result of Defendants' unlawful conduct, Plaintiff and members of the Minimum

1 Wage Class have suffered damages in an amount subject to proof, to the extent that they were not
2 paid wages at a minimum wage rate for all hours worked.

3 67. Pursuant to Labor Code §§1194 and 1194.2, Plaintiff and the Minimum Wage Class
4 members are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the
5 amount of their unpaid minimum wage, and attorneys' fees and costs.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED, AND**
8 **FAILURE TO INCLUDE ADDITIONAL REMUNERATION WHEN CALCULATING**
9 **OVERTIME WAGES IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, AND 1198**
10 **(By Plaintiff and the Overtime Class and Regular Rate Class As Against all Defendants and**
11 **Doe Defendants)**

12 68. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
13 by reference.

14 69. At times relevant to this Complaint, Plaintiff and the members of the Overtime Class
15 were hourly non-exempt employees of Defendants, covered by Labor Code §§510 and 1194 and the
16 Wage Order.

17 70. Pursuant to Labor Code §§510 and 1194 and the Wage Order, hourly non-exempt
18 employees are entitled to receive a higher rate of pay for all hours worked in excess of eight hours in
19 a workday and/or 40 hours in a workweek.

20 71. Labor Code §510 (a) states in relevant part:
21 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
22 workday and any work in excess of 40 hours in any one workweek and the first eight
23 hours worked on the seventh day of work in any one workweek shall be compensated
24 at the rate of no less than one and one-half times the regular rate of pay for an employee.
25 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
26 than twice the regular rate of pay for an employee. In addition, any work in excess of
27 eight hours on any seventh day of a workweek shall be compensated at the rate of no
28 less than twice the regular rate of pay of an employee. Nothing in this section requires
an employer to combine more than one rate of overtime compensation in order to
calculate the amount to be paid to an employee for any hour of overtime work.

72. Further, Labor Code §1198 provides,
The maximum hours of work and the standard conditions of labor fixed by the
commission shall be the maximum hours of work and the standard conditions of labor

1 for employees. The employment of any employee for longer hours than those fixed by
2 the order or under conditions of labor prohibited by the order is unlawful.

3 73. Despite that California law requires employers to pay employees a higher rate of pay
4 for all hours worked more than eight hours in a workday, Defendants failed to pay Plaintiff and
5 similarly situated employees overtime wages due them for their daily overtime hours worked.

6 74. Defendants employed a policy, practice, and/or procedure whereby they automatically
7 deducted 30 minutes from employees' daily hours worked and attributed that time to a first meal
8 period, even though Defendants routinely provided employees meal periods of less than the 30
9 minutes. The 30-minute automatic deduction from Plaintiff's and similarly situated employees'
10 timecards resulted in hours worked during meal periods that were not properly reflected on their time
11 sheets. This occurred on days where Plaintiff and similarly situated employees worked at least 8 hours
12 or in workweeks where Plaintiff and similarly situated employees worked at least 40 hours. This
13 resulted in Defendants failing to pay Plaintiff and similarly situated employees at their overtime rate
14 of pay for this time in violation of Labor Code §§510, 1194, and the Wage Order

15 75. Lastly, Defendants failed to include non-discretionary bonus compensation in
16 calculating their regular rate of pay for purposes of paying overtime. The foregoing resulted in time
17 during each workday which Plaintiff and Regular Rate Class Members were under the control of
18 Defendants, but were not compensated at their proper overtime rate of pay when they worked more
19 than eight hours in a day or 40 hours in a week, in violation of Labor Code §§510, 1194, and 1198,
20 and the Wage Order.

21 76. As a result of Defendants' unlawful conduct, Plaintiff and members of the Overtime
22 Class and Regular Rate Class have suffered damages in an amount subject to proof, to the extent that
23 they were not paid premium wages at an overtime rate of pay for all hours worked or at the proper
24 overtime rate of pay.

25 77. Pursuant to Labor Code §1194, Plaintiff and the Overtime Class members are entitled
26 to recover the full amount of their unpaid overtime wages, prejudgment interest and attorneys' fees
27 and costs.
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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF**
3 **LABOR CODE SECTIONS 512 AND 226.7**

4 **(By Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class As Against**
5 **All Defendants and Doe Defendants)**

6 78. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
7 by reference.

8 79. California law requires an employer to provide an employee an uninterrupted meal
9 period of no less than 30-minutes before the end of a five hour work period. (Lab. Code §512; Wage
10 Order 4 at §11.) An employer may not employ an employee for a work period of more than 10 hours
11 per day without providing the employee with a second meal period of not less than 30 minutes before
12 the end of a ten hour work period. (*Id.*) If the employee is not relieved of all duty during a meal period,
13 the meal period shall be considered an “on duty” meal period and counted as time worked. A paid
14 “on duty” meal period is only permitted when 1) the nature of the work prevents an employee from
15 being relieved of all duty and 2) the parties have a written agreement agreeing to on duty meal periods.
16 If the employee is not free to leave the work premises or worksite during the meal period, even if the
17 employee is relieved of all other duty during the meal period, the employee is subject to the
18 employer’s control and the meal period is counted as time worked. If an employer fails to provide an
19 employee a meal period in accordance with the law, the employer must pay the employee one hour
20 of pay at the employee’s regular rate of compensation for each work day that a legally required meal
21 period was not provided or was not duty free. (*Id.*)

22 80. Plaintiff and Meal Period Class Members would work on workdays in shifts long
23 enough to entitle them to meal periods under California law. Despite that California law requires
24 employers to provide employees with timely duty free meal periods when they have worked a
25 sufficient amount of hours, Defendants failed to provide employees a timely full thirty minute meal
26 period for each five hour period of work as required by law.

27 81. Defendants would automatically deduct 30 minutes from Plaintiff and Meal Period
28 Class Members’ daily hours worked even when Defendants failed to authorize or permit Plaintiff and

1 Meal Period Class Members to take a full 30-minute meal period or a meal period at all.

2 82. At times, Plaintiff and California non-exempt employees would work in excess of 10
3 hours which would entitled them to a second meal period before the 10th hour of work. Defendants
4 did not provide Plaintiff and California non-exempt employees with a second meal period when they
5 worked in excess of 10 hours. Defendants did not have a procedure in place to pay Plaintiff and
6 California non-exempt employees a premium wage for their missed meal periods when they did not
7 receive a second meal period. Accordingly, Defendants did not pay Plaintiff and California non-
8 exempt employees a premium wage when they did not receive a second meal period.

9 83. Defendants' policies and procedures resulted in Plaintiff and all other similarly
10 situated employees not receiving wages to compensate them for workdays which Defendants did not
11 provide them with legally compliant meal periods in compliance with California law.

12 84. Defendants' policies and procedures made it impossible for Plaintiff and other Meal
13 Period Class members from receiving all legally required and timely meal breaks or from Defendants
14 making such meal breaks available to Plaintiff and other Meal Period Class Members when they
15 worked a minimum of five hours in a work period.

16 85. On occasions Defendants paid Plaintiff and Meal Period Premium Wages Class
17 members meal period premium wages for missed, late, short, or interrupted meal periods in the same
18 pay period they earned additional remuneration including, but not limited to, an additional "Bonus",
19 Defendants failed to pay the meal period premium wages at one (1) hour of pay at the regular rate of
20 pay due to Defendants' failure to include additional remuneration including, but not limited to, an
21 additional "Bonus" when calculating Plaintiff's and Meal Period Premium Wages Class members'
22 regular rate of pay for the purpose of paying meal period premiums.

23 86. Defendants employed policies and procedures which ensured Plaintiff, Meal Period
24 Class members, and Meal Period Premium Class members did not receive premium wages, or
25 premium wages at the regular rate, to compensate them for workdays that they did not receive legally
26 compliant meal periods. This practice resulted in Plaintiff, Meal Period Class members, and Meal
27 Period Premium Class members, not receiving premium wages, or receiving less premium wages, to
28 compensate them for workdays which Defendants did not provide them with all required meal

1 periods, in compliance with California law.

2 87. Defendants' unlawful conduct alleged herein occurred in the course of employment of
3 Plaintiff and Meal Period Class Members and such conduct has continued through the filing of this
4 Complaint.

5 88. Because Defendants failed to provide employees with meal periods and/or pay meal
6 period premium wages in compliance with the law, Defendants are liable to Plaintiff, Meal Period
7 Class Members, and Meal Period Premium Class for one (1) hour of additional pay at the regular rate
8 of compensation for each workday that Defendants did not provide all legally required and legally
9 compliant meal periods and/or pay proper meal period premium wages, pursuant to Labor Code
10 §226.7 and the Wage Order.

11 89. Plaintiff, on behalf of herself, the Meal Period Class, and the Meal Period Premium
12 Class seeks damages and all other relief allowable, including a meal period premium wage for each
13 workday Defendants failed to provide all legally required and legally compliant meal periods and/or
14 pay proper meal period premium wages, plus pre-judgment interest.

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF**
17 **LABOR CODE SECTION 226.7**

18 **(By Plaintiff, the Rest Period Class, and the Rest Period Premium Wages Class As Against All**
19 **Defendants and Doe Defendants)**

20 90. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
21 by reference.

22 91. At all times relevant to this Complaint, Plaintiff and members of the Rest Period Class
23 were employees of Defendants, covered by Labor Code §226.7 and the Wage Order.

24 92. California law requires that "[e]very employer shall authorize and permit all
25 employees to take rest periods, which insofar as practicable shall be in the middle of each work period.
26 The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
27 minutes net rest time per four (4) hours or major fraction thereof..." Wage Order 4 at §12. Employees
28 are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes

1 for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14
2 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029;
3 Labor Code §226.7. Additionally, the rest period requirement “obligates employers to permit – and
4 authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016)
5 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
6 relinquish control over how employees spend their time. *Id.* If an employer fails to provide an
7 employee a rest period in accordance with the applicable provisions of this Order, the employer shall
8 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
9 workday that the rest period is not provided.” Wage Order 4 at §12; Labor Code §226.7.

10 93. In this case, Plaintiff and members of the Rest Period Class regularly worked shifts of
11 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
12 procedures that resulted in their failure to authorize or permit all legally required and compliant rest
13 periods to Plaintiff and Rest Period Class Members. Specifically, Defendants’ policies, practices,
14 and/or procedures failed to provide Plaintiff and Rest Period Class members with duty free rest
15 periods of a net 10-minutes for every four hours worked or major fraction thereof.

16 94. Additionally, Defendants failed to pay Plaintiff and members of the Rest Period Class
17 one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally
18 required and legally compliant rest periods. Defendants lacked a policy and procedure for
19 compensating Plaintiff and Rest Period Class Members with premium wages when they did not
20 receive all legally required and legally compliant rest periods.

21 95. On occasions Defendants paid Plaintiff and Rest Period Premium Wages Class
22 members rest period premium wages for missed, late, short, or interrupted rest periods in the same
23 pay period they earned bonus compensation, commissions, and/or incentives, Defendants failed to
24 pay the rest period premium wages at one (1) hour of pay at the regular rate of pay due to Defendants’
25 failure to include additional remuneration including, but not limited to, an additional “Bonus” when
26 calculating when calculating Plaintiff’s and Rest Period Premium Wages Class members’ regular rate
27 of pay for the purpose of paying rest period premiums.

28 96. Defendants employed policies and procedures which ensured Plaintiff, Rest Period

1 Class members, and Rest Period Premium Class members did not receive premium wages, or
2 premium wages at the regular rate, to compensate them for workdays that they did not receive legally
3 compliant rest periods. This practice resulted in Plaintiffs, Rest Period Class members, and Rest
4 Period Premium Class member, not receiving premium wages, or receiving less premium wages, to
5 compensate them for workdays which Defendants did not provide them with all required rest periods,
6 in compliance with California law.

7 97. Defendants' unlawful conduct alleged herein occurred in the course of employment of
8 Plaintiff Rest Period Class members, and Rest Period Premium Wages Class members and such
9 conduct has continued through the filing of this Complaint.

10 98. Plaintiff, on behalf of herself, the Rest Period Class, and Rest Period Premium Wages
11 Class, seeks damages and all other relief allowable, including a rest period premium wage for each
12 workday Defendants failed to provide all required rest periods and/or failed to include all
13 remuneration when calculating the rest period premiums, plus pre-judgment interest.

14 99. Thus, Plaintiff, Rest Period Class members, and Rest Period Premium Class members
15 are entitled to one hour of pay for each workday Defendants did not provide them all required rest
16 periods, and/or pay them rest period premiums at the regular rate, plus pre-judgment interest.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN**
19 **VIOLATION OF LABOR CODE SECTION 227.3**

20 **(By Plaintiff and the Vacation Pay Class As Against All Defendants and Doe Defendants)**

21 100. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
22 by reference.

23 101. At times relevant to this Complaint, Plaintiff and the members of the Vacation Pay
24 Class were non-exempt employees of Defendants, covered by Labor Code §227.3.

25 102. Labor Code §227.3 states in relevant part

26 Unless otherwise provided by a collective-bargaining agreement, whenever a contract
27 of employment or employer policy provides for paid vacations, and an employee is
28 terminated without having taken off his vested vacation time, all vested vacation shall
be paid to him as wages at his final rate in accordance with such contract of

1 employment or employer policy respecting eligibility or time served....

2 103. Defendants employ policies which provide for vacation/PTO to Plaintiff and Vacation
3 Pay Class.

4 104. Wages vest during the pay period in which they are earned. Plaintiff and members of
5 the Vacation Pay Class earned vacation/PTO wages while employed by Defendants. Defendants
6 terminated Vacation Pay Class Members and failed to pay all earned and vested vacation/PTO wages
7 upon termination.

8 105. Defendants employed policies and procedures which ensured Plaintiff and members
9 of the Vacation Pay Class would not receive their accrued and vested vacation/PTO wages upon
10 termination.

11 106. Pursuant to Labor Code §227.3, Plaintiff and members of the Vacation Pay Class seek
12 their earned and vested vacation/PTO wages, plus interest thereon, for the four years preceding the
13 filing of this Complaint.

14 **SIXTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE SICK PAY IN VIOLATION OF LABOR CODE SECTION 246**

16 **(By Plaintiff and the Sick Pay Class As Against All Defendants and Doe Defendants)**

17 107. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
18 by reference.

19 108. Sick pay must be compensated at the employee's regular rate of pay, for the workweek
20 in which the paid leave was taken, or at a rate determined by averaging over 90 days. Labor Code
21 §246(1).

22 109. By failing to pay Plaintiff and the Sick Pay Class for sick pay at the correct rate,
23 Defendants willfully violated Labor Code §246.

24 110. In addition, Plaintiff and the Sick Pay Class earned wages other than their regular pay,
25 including but not limited to, additional "Bonus", that should have been included in their sick pay
26 wages, but were not included. As a result, Plaintiff and the Sick Pay Class are entitled to proper sick
27 pay compensation.

28 111. Defendants' unlawful acts deprived Plaintiff and the Sick Pay Class of sick pay in

1 amounts to be determined at trial, and they are entitled to recover these amounts, with interest,
2 attorneys' fees, and costs.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES**
5 **AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
6 **(By Plaintiff and the Indemnification Class Against All Defendants and Doe Defendants)**

7 112. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
8 by reference.

9 113. Plaintiff and members of the Indemnification Class have been employed by
10 Defendants in the State of California. Labor Code §2802(a) states that “[a]n employer shall indemnify
11 his or her employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
13 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
14 the employer onto the employee. (Labor Code §2802).

15 114. Defendants violated Labor Code §2802 by employing policies, practices, and/or
16 procedures of impermissibly passing business-related expenses to Plaintiff and Indemnification Class
17 Members.

18 115. The costs incurred by Plaintiff and Indemnification Class Members for their
19 mandatory compliance with Defendants' policies, practices, and/or procedures were significant as a
20 result of their employment with Defendants.

21 116. Moreover, Defendants employed policies and procedures which ensured that Plaintiff
22 and Indemnification Class Members would not receive indemnification for all necessary expenditures
23 or losses incurred by them in direct consequence of discharging their duties. Defendants'
24 aforementioned policies, practices, and/or procedures resulted in Plaintiff and Indemnification Class
25 Members not receiving indemnification for employment-related expenditures in compliance with
26 California law.

27 117. Because Defendants failed to indemnify employees for the necessary expenditures
28 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class

1 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
2 §2802.

3 118. As a direct and proximate result of Defendants' violation of Labor Code §2802,
4 Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary damages
5 entitling them to both injunctive relief and restitution. Plaintiff, on behalf of herself and on behalf of
6 the Indemnification Class, seeks damages and all other relief allowable including indemnification for
7 all employment-related expenses as well as ordinary business expenses incurred by Defendants and
8 passed on to Plaintiff and Indemnification Class Members, pursuant to Labor Code §2802.

9 119. Pursuant to Labor Code §2802, Plaintiff and Indemnification Class Members are
10 entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

11 **EIGHTH CAUSE OF ACTION**

12 **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN**
13 **VIOLATION OF LABOR CODE SECTION 204**

14 **(By Plaintiff and the Pay Day Class As Against All Defendants and Doe Defendants)**

15 120. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
16 by reference.

17 121. Plaintiff and the Pay Day Class have been employed by Defendants in the State of
18 California. In California, wages must be paid at least twice during each calendar month on days
19 designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code
20 §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid
21 between the 16th and the 26th day of that month and wages earned between the 16th and the last day,
22 inclusive, of any calendar month must be paid between the 1st and 10th day of the following month.
23 *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within
24 seven (7) calendar days following the close of the payroll period in which wages were earned. Labor
25 Code §204(d).

26 122. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
27 timely pay Plaintiff's and the Pay Day Class' earned wages (including minimum wages, overtime
28 wages, meal period premium wages, rest period premium wages, and indemnification pay), in

1 violation of Labor Code §204.

2 123. Defendants' aforementioned policies, practices, and/or procedures resulted in their
3 failure to pay Plaintiff and the Pay Day Class their earned wages within the applicable time frames
4 outlined in Labor Code §204.

5 124. Defendants' failure to timely pay Plaintiff and the Pay Day Class their earned wages
6 in accordance with Labor Code §204 was willful. Defendants had the ability to timely pay all wages
7 earned by hourly workers in accordance with Labor Code §204, but intentionally adopted policies or
8 practices incompatible with the requirements of Labor Code §204. When Defendants failed to timely
9 pay Plaintiff and the Pay Day Class all earned wages, they knew what they were doing and intended
10 to do what they did.

11 125. As a result of Defendants' unlawful conduct, Plaintiff and the Pay Day Class have
12 suffered damages in an amount subject to proof, to the extent that they were not timely paid their
13 earned wages pursuant to Labor Code §204.

14 126. Pursuant to Labor Code §210, Plaintiff and the Pay Day Class are entitled to recover
15 civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each failure to
16 pay each employee; and (2) for each subsequent violation, or any willful or intentional violation, two
17 hundred dollars (\$200) for each failure to pay each employee, plus twenty-five (25%) percent of the
18 amount unlawfully withheld.

19 **NINTH CAUSE OF ACTION**

20 **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE**
21 **AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF**
22 **LABOR CODE SECTIONS 201, 202, AND 203**

23 **(By Plaintiff and the Waiting Time Class As Against all Defendants and Doe Defendants)**

24 127. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
25 by reference.

26 128. At all times relevant to this Complaint, Plaintiff and the other members of the Waiting
27 Time Class were employees of Defendants, covered by Labor Code §§201 and 202.

28 129. Pursuant to Labor Code §§201 and 202, Plaintiff and members of the Waiting Time

1 Class were entitled upon termination to timely payment of all wages earned and unpaid prior to
2 termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to
3 discharge immediately upon termination. Employees who resigned were entitled to payment of all
4 wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if
5 they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid
6 prior to resignation at the time of resignation.

7 130. Defendants failed to pay Plaintiff and members of the Waiting Time Class all wages
8 earned and unpaid prior to separation of employment, in accordance with either Labor Code §§201
9 or 202. Plaintiff is informed and believes and thereon alleges that at all relevant times within the
10 limitations period applicable to this cause of action Defendants maintained a policy or practice of not
11 paying hourly employees all earned wages timely upon separation of employment.

12 131. Defendants' failure to pay Plaintiff and members of the Waiting Time Class all wages
13 earned prior to separation of employment timely in accordance with Labor Code §§201 and 202 was
14 willful. Defendants had the ability to pay all wages earned by Waiting Time Class Members prior to
15 separation of employment in accordance with Labor Code §§201 and 202, but intentionally adopted
16 policies or practices incompatible with the requirements of Labor Code §§201 and 202. Defendants'
17 practices include failing to pay at least minimum wage for all time worked, failing to pay overtime
18 wages for overtime hours worked, failing to pay overtime wages at the proper overtime rate of pay,
19 failing to pay premium wages for workdays Defendants did not provide employees all meal periods
20 in compliance with California law, failing to pay premium wages for workdays Defendants did not
21 provide employees all rest periods in compliance with California law, failure to pay all accrued and
22 vested vacation/PTO wages upon termination, failure to provide sick pay, and failure to indemnify
23 all necessary expenditures or losses incurred by employees in direct consequence of discharging their
24 duties. When Defendants failed to pay its hourly non-exempt workers all earned wages timely upon
25 separation of employment, it knew what they were doing and intended to do what it did.

26 132. Pursuant to either Labor Code §§201 or 202, Plaintiff and members of the Waiting
27 Time Class are entitled to all wages earned prior to separation of employment that Defendants did not
28 pay them.

1 138. Defendants' failure to provide Plaintiff and members of the Wage Statement Class
2 with accurate and complete wage statements was knowing and intentional. Defendants had the ability
3 to provide Plaintiff and members of the Class with accurate and complete wage statements but
4 intentionally provided wage statements that Defendants knew were not accurate. Defendants
5 knowingly and intentionally put in place practices which deprived employees of wages and resulted
6 in Defendants' knowing and intentional providing of inaccurate wage statements.

7 139. As a result of Defendants unlawful conduct, Plaintiff and members of the Wage
8 Statement Class have suffered injury in that the wage statements inaccurately stated and/or failed to
9 state the aforementioned items of information and Plaintiff and the members of the class could not
10 promptly and easily determine from the wage statement alone an accurate statement of: the gross
11 wages earned, and the net wages earned.

12 140. Pursuant to Labor Code §226(e), Plaintiff and members of the Wage Statement Class
13 are entitled to recover actual damages or fifty dollars for the initial pay period in which a violation of
14 Labor Code §226 occurred and one-hundred dollars for each violation of Labor Code §226 in a
15 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

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

23 142. Pursuant to Labor Code §226(e) and 226(g), Plaintiff and members of the Class are
24 entitled to recover the full amount of penalties due under Labor Code §226(e), reasonable attorney
25 fees, and costs of suit.

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1 **ELEVENTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF**
3 **BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.***

4 **(By Plaintiff and the California Class As Against All Defendants and Doe Defendants)**

5 143. Plaintiff hereby incorporates by reference all paragraphs above, as if fully set herein
6 by reference.

7 144. The unlawful conduct of Defendants alleged herein constitutes unfair competition
8 within the meaning of California Business and Professions Code §17200. This unfair conduct includes
9 Defendants' use of policies and procedures which resulted in the following: failing to pay employees
10 at least the minimum wage rate for all hours which they worked; failure to pay overtime wages for
11 overtime hours worked; failing to pay overtime wages at the proper overtime rate of pay; failure to
12 provide all required meal periods or pay meal period premium wages; failure to authorize or permit,
13 or provide, all required rest periods or pay rest period premium wages; failure to pay accrued and
14 vested vacation/PTO wages; failure to provide proper sick pay; failure to indemnify all necessary
15 expenditures or losses incurred by employees in direct consequence of discharging their duties;
16 statutory penalties for failure to timely pay earned wages during employment; statutory waiting time
17 penalties in the form of continuation wages for failure to timely pay employees all wages due upon
18 separation of employment; statutory penalties for failure to provide accurate wage statements. Due
19 to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained
20 a competitive advantage over other comparable companies doing business in the State of California
21 that comply with their obligations to pay employees for all hours worked, to provide meal periods or
22 pay meal period premium wages, to authorize or permit rest periods or pay rest period premium
23 wages, to provide vacation/PTO pay, to provide sick pay, to indemnify employees for employment
24 related losses and expenditures during the course of their employment, to timely pay wages during
25 employment, to timely pay all wages due upon separation of employment, and to provide proper wage
26 statements during the course of employment.

27 145. As a result of Defendants' unfair competition as alleged herein, Plaintiff and members
28 of the Minimum Wage Class, Overtime Class, Regular Rate Class, Meal Period Class, Meal Period

1 Premium Wages Class, Rest Period Class, Rest Period Premium Wages Class, Vacation Pay Class,
2 Sick Pay Class, Indemnification Class, Pay Day Class, Waiting Time Class, and Wage Statement
3 Class, have suffered injury in fact and lost money or property, as described in more detail above.

4 146. Pursuant to California Business and Professions Code §17203, Plaintiff and members
5 of the Minimum Wage Class, Overtime Class, Regular Rate Class, Meal Period Class, Meal Period
6 Premium Wages Class, Rest Period Class, Rest Period Premium Wages Class, Vacation Pay Class,
7 Sick Pay Class, Indemnification Class, Pay Day Class, Waiting Time Class, and Wage Statement
8 Class are entitled to restitution of all wages and other monies rightfully belonging to them that
9 Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
10 practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class
11 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each of
12 the unlawful practices, policies and patterns set forth herein.

13 **PRAYER FOR RELIEF**

14 **WHEREFORE, PLAINTIFF ON HER OWN BEHALF AND ON BEHALF OF THOSE**
15 **SIMILARLY-SITUATED, PRAYS AS FOLLOWS:**

16 **ON ALL CAUSES OF ACTION:**

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

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

22 3. A declaratory judgment that the practices complained herein are unlawful; and,

23 4. An injunction against Defendants enjoining them, and any and all persons acting in
24 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
25 herein.

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

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

1 appropriate.

2 **ON THE SEVENTH CAUSE OF ACTION:**

3 1. That the Defendants be found to have violated the indemnification provisions of the
4 Labor Code as to the Plaintiff and the Indemnification Class;

5 2. For damages, according to proof, including unpaid use and/or costs of necessary tools
6 and/or resources;

7 3. For any and all legally applicable penalties;

8 4. For pre-judgment interest, including but not limited to that recoverable under Labor
9 Code §2802, and post-judgment interest;

10 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under
11 Labor Code §2802; and

12 6. For such other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE EIGHTH CAUSE OF ACTION:**

15 1. That Defendants be found to have violated Labor Code 204 as to Plaintiff and the Pay
16 Day Class;

17 2. For damages, according to proof;

18 3. For any and all legally applicable penalties, including but not limited to those
19 recoverable pursuant to Labor Code §210(a);

20 4. For pre-judgment interest, including but not limited to that recoverable under Labor
21 Code §218.6, and post-judgment interest; and

22 5. For such other further relief, in law and/or equity, as the Court deems just or
23 appropriate.

24 **ON THE NINTH CAUSE OF ACTION:**

25 1. That Defendants be found to have violated the provisions of the Labor Code regarding
26 payment of all unpaid wages due upon resignation or termination as to the Waiting Time Class;

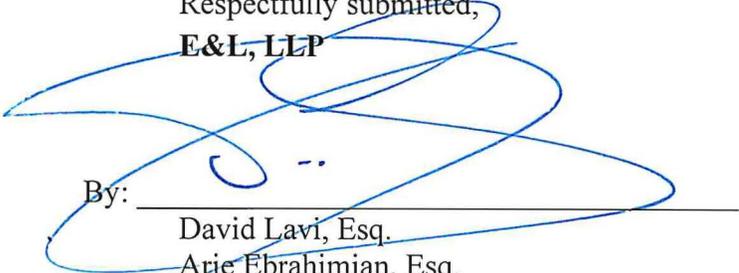
27 2. For damages and/or penalties, according to proof, including damages and/or statutory
28 penalties under Labor Code §203 and any other legally applicable damages or penalties;

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- 4. For restitution to the full extent permitted by law; and,
- 5. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: November 20, 2023

Respectfully submitted,
E&L, LLP



By: _____
David Lavi, Esq.
Arie Ebrahimian, Esq.
Attorneys for PLAINTIFF VANNESA GONZALEZ
on behalf of herself and others similarly situated

DEMAND FOR JURY TRIAL

1
2 PLAINTIFF VANNESA GONZALEZ demands a trial by jury for herself and the California
3 Class on all claims so triable.

4
5 Dated: November 20, 2023

6 Respectfully submitted,
7 **E&L, LLP**

8 By: 

9 David Lavi, Esq.

Arie Ebrahimian, Esq.

10 Attorneys for PLAINTIFF VANNESA GONZALEZ
11 on behalf of herself and others similarly situated
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