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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

KAREN MARTINEZ, on behalf of herself
and all other similarly situated individuals,

Plaintiff,

vs.

JOHN MUIR HEALTH, and DOES 1
through 50, inclusive,

Defendant(s).

Case No. 4:17-cv-05779-CW

**FIRST AMENDED COLLECTIVE, CLASS,
AND REPRESENTATIVE ACTION
COMPLAINT**

- 1) Failure to Pay Overtime in Violation of 29 U.S.C. § 207;
- 2) Failure to Pay Minimum Wages in Violation of the California Labor Code;
- 3) Failure to Pay Overtime Wages in Violation of the California Labor Code;
- 4) Meal and Rest Period Violations;
- 5) Failure to Provide Accurate Wage Statements in Violation of the California Labor Code;
- 6) Failure to Timely Pay All Wages Due and Owing in Violation of the California Labor Code;
- 7) Violating Private Attorney Generals Act;
- 8) Interfering with Court Process by Failure to Disclose Amounts Due when Negotiating Individual Settlements in Violation of 29 U.S.C. § 216;
- 9) Unfair Business Practices.

JURY TRIAL DEMANDED

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1 Plaintiff KAREN MARTINEZ (“Plaintiff”), on behalf of herself, the general public,
2 and all other similarly situated and typical persons, alleges the following:

3 All allegations in this Complaint are based upon information and belief except for
4 those allegations that pertain to the Plaintiff named herein and her counsel. Each allegation
5 in this Complaint either has evidentiary support or is likely to have evidentiary support after
6 a reasonable opportunity for further investigation and discovery.

7 **JURISDICTION AND VENUE**

8 1. This Court has original jurisdiction over the federal claims alleged herein
9 pursuant to the Fair Labor Standards Act (“FLSA”) 29 U.S.C. § 216(b) which states: “An
10 action to recover the liability prescribed in either of the preceding sentences may be
11 maintained against any employer (including a public agency) in any Federal or State court
12 of competent jurisdiction by any one or more employees for and in behalf of himself or
13 themselves and other employees similarly situated.” Plaintiff has filed with this court a
14 consent to join this action.

15 2. This Court has supplemental jurisdiction over the state law claims alleged
16 herein pursuant to 28 U.S.C. § 1367 because the state law claims alleged herein all arise out
17 of the same transaction and occurrence, i.e. the failure to properly pay all wages due—and
18 there is no conflict between the procedures applicable to the FLSA and State law claims.
19 *Integrity Staffing Solutions, Inc.*, 2013 U.S. App. LEXIS 7397 (9th Cir. Nev. Apr. 12, 2013)
20 (“In sum, we agree with the other circuits to consider the issue that the fact that Rule 23
21 class actions use an opt-out mechanism while FLSA collective actions use an Opt-in
22 mechanism does not create a conflict warranting dismissal of the state law claims.”)

23 3. Venue is proper in this Court because one or more of the Defendants named
24 herein maintains a principal place of business or otherwise is found in this judicial district
25 and many of the acts complained of herein occurred in Contra Costa County, California,
26 which is located within this district.

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PARTIES

4. Plaintiff KAREN MARTINEZ is natural person who was employed by Defendant within the State of California for 19 years from May 1, 1997 to February 19, 2016.

5. Defendant JOHN MUIR HEALTH (“John Muir” or “Defendant”) is a California corporation with its principle place of business at 1400 Treat Boulevard, Walnut Creek California, 94597.

6. The identity of DOES 1-50 is unknown at this time, and this Complaint will be amended at such time when the identities are known to Plaintiff. Plaintiff is informed and believes that each of the Defendants sued herein as DOE is responsible in some manner for the acts, omissions, or representations alleged herein and any reference to “Defendant,” “Defendants,” or “John Muir” herein shall mean “Defendants and each of them.”

PROCEDURAL POSTURE

7. Plaintiff filed the requisite letter to California’s Labor Workforce Development Agency (“LWDA”) on October 13, 2016 pursuant to California Labor Code § 2699, *et seq.* A true and correct copy of the PAGA letter and enclosed draft complaint is attached hereto as Exhibit 1.

8. Plaintiff’s PAGA notice was assigned LWDA Case No. LWDA-CM-162015-16. A true and correct copy of the PAGA letter confirmation is attached hereto as Exhibit 2.

9. Upon receipt of the Plaintiff’s PAGA letter, John Muir contacted Plaintiff’s counsel and the parties agreed to toll the statute of limitations on the claims of Plaintiff and all members of the putative class that she seeks to represent in order to engage in early settlement discussions. The tolling period commenced on October 13, 2016.

10. After sending the demand letter required by PAGA, Plaintiff and Defendant exchanged information and scheduled a mediation to resolve this case. Just prior to the September 14, 2017 scheduled mediation, Defendant unilaterally cancelled the scheduled mediation.

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1 11. Pursuant to the parties' tolling agreement, Plaintiff notified Defendant of its
2 intent to terminate the tolling agreement on September 11, 2017.

3 12. Pursuant to the parties' tolling agreement, Plaintiff and all members of the
4 putative class continued to enjoy the tolling of their statute of limitations up to and including
5 the date of filing the original complaint on October 6, 2017. (ECF No. 1).

6 13. Defendant filed its motion to dismiss Plaintiff's complaint in its entirety on
7 November 17, 2017 alleging that each of Plaintiff's claims failed to meet the minimum
8 pleading standards of *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007) and *Ashcroft v.*
9 *Iqbal*, 556 U.S. 662 (2009).

10 14. Pursuant to FRCP 15(1)(B) Plaintiff timely files the instant First Amended
11 Complaint.

12 **FACTUAL ALLEGATIONS**

13 15. John Muir is a not-for-profit corporation that operates primarily in Contra
14 Costa County. Plaintiff was employed by John Muir as a Case Manager. Plaintiff was an
15 hourly paid non-exempt employee and was earning \$79.97 per hour at the time of her
16 termination. Her regular schedule was 8:00 a.m. to 4:30 p.m. In addition to her hourly rate
17 of pay, Plaintiff, and all other similarly situated individuals, also received the following
18 non-discretionary bonuses ("Bonuses") from Defendant:

19 a. **Success Sharing Bonus:** This is a yearly bonus given to all non-
20 exempt employees based on the Defendant's financial success for the year;

21 b. **Certification Bonus:** This is a yearly bonus given to all non-exempt
22 employees whose job position requires a certification credential; and

23 c. **Top Range Bonus:** This is a yearly bonus given to all non-exempt
24 employees who are at the top of the pay scale and no longer receive yearly base rate
25 wage increases.

26 Upon information and belief, none of these Bonuses were included in the regular rate of
27 pay for overtime payment calculations for Plaintiff or any other member of the putative
28 class members identified below.

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1 16. Plaintiff regularly worked overtime over 8-hours in a workday and over 40
2 hours in a workweek. A true and correct copy of one of Plaintiff’s paystubs, for the time
3 period of 3/22/2015 to 4/4/2015 is attached hereto as Exhibit 3. As can be seen by this
4 paystub, Plaintiff worked 80 hours in this pay period. Plaintiff’s paystub also shows that
5 Plaintiff worked “regular overtime” of 3.75 hours for which she was paid time and half of
6 her hourly rate of pay ($78.36 \times .5 = \$39.18 + \$78.36 = \$117.54$). Exhibit 3 also shows
7 Plaintiff was paid “Success Sharing” but this amount is clearly not included in her regular
8 hourly rate of pay.

9 17. Beginning on or about the fall of 2013, Defendant instituted cost cutting
10 measures that substantially increased the employee to patient ratio. As a result of this policy
11 change, Plaintiff and all other similarly situated employees, were required to perform
12 numerous work duties “off the clock” so as to meet the new patient metrics. Plaintiff and
13 all other similarly situated individuals would clock out at the end of the workday and would
14 continue to input patient notes and process insurance claims.

15 18. Defendant required all hourly paid employees to clock in and out using the
16 KRONOS timekeeping system for pay purposes.

17 19. Defendant maintained an electronic system called EPIC by which Plaintiff
18 and all other similarly situated employees would record and document any and all patient
19 care notes. The EPIC system would record the times in which Plaintiff and all other
20 similarly situated employees would be entering data into the system. Defendant engaged
21 Plaintiff and all others similarly situated to make entries into the EPIC system while at the
22 employer’s place of employment. It is an integral, indispensable and legally necessary to
23 the performance of Plaintiff’s job of providing patient care that she make these entries of
24 patient care notes into the EPIC system, which was also an essential part of the medical
25 billing process as well.

26 20. Defendant and Defendant’s agents were aware that Plaintiff and all other
27 similarly situated employees were working without compensation because employees were
28 physically present at Defendant’s facility and the EPIC system recorded the time when

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1 Plaintiff and similarly situated employees made entries. Defendants agents would routinely
2 observe Plaintiff and all others similarly situated making these patient chart EPIC entries
3 “off the clock” such as during lunch breaks and before and after each shift.

4 21. Defendant also maintained an electronic system called MIDAS by which
5 Plaintiff and all other similarly situated employees would record and document any and all
6 patient care notes required by various insurance providers. The MIDAS system would have
7 to be updated on a daily basis on order for insurance companies to determine whether or
8 not the particular patient met the criteria for hospitalization. Defendant engaged Plaintiff
9 and all others similarly situated to make entries into the MIDAS system while at the
10 employer’s place of employment. It is an integral, indispensable and legally necessary to
11 the performance of Plaintiff’s job of providing patient care that she make these entries of
12 patient care notes into the MIDAS system, which was also an essential part of the medical
13 billing process as well.

14 22. Defendant and Defendant’s agents were aware that Plaintiff and all other
15 similarly situated employees were working without compensation because employees were
16 physically present at Defendant’s facility and the MIDAS system recorded the time when
17 Plaintiff and similarly situated employees made entries. Defendants agents would routinely
18 observe Plaintiff and all others similarly situated making these patient MIDAS entries “off
19 the clock” such as during lunch breaks and before and after each shift.

20 23. When comparing the difference between the time entries from EPIC and/or
21 MIDAS to the time entries in the KRONOS (the electronic system used to record employee
22 work hours for payroll purposes), Plaintiff and all other similarly situated employees
23 worked a significant amount of time “off-the-clock”.

24 24. Plaintiff’s paystub at Exhibit 3 shows that Plaintiff worked “regular
25 overtime” but does not include the time Plaintiff worked off the clock entering data into the
26 EPIC and/or MIDAS systems that was not captured by the KRONOS system because
27 Plaintiff and other similarly situated employees were required to clock out of the
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1 timekeeping system but continue working in EPIC and/or MIDAS. Exhibit 3 clearly does
2 not show the time Plaintiff was working off the clock.

3 25. Plaintiff estimates that she was required to work approximately 300 hours
4 off the clock and is owed approximately \$30,000 in unpaid wages. For instance, during the
5 week of 3/22/2015 to 4/10/2015 (Exhibit 3) Plaintiff worked her regular 40-hour work
6 schedule, worked overtime that was captured by KRONOS, and also worked off the clock
7 in both the EPIC and MIDAS systems that was not captured by KRONOS. This unpaid off
8 the clock work was not included on her pay statements and was not paid. Plaintiff knows
9 she worked off the clock during this week because she worked off the clock each and every
10 pay period worked.

11 26. Despite knowing that Plaintiff and other similarly situated individuals were
12 performing work off-the-clock and without compensation, Defendant failed to prevent the
13 performance of such work. Defendant suffered and permitted Plaintiff to continue doing
14 uncompensated work that they were engaged to perform. In fact, Defendant's new cost
15 cutting policy and increased employee to patient ratio resulted in even more the off-the-
16 clock work being performed without compensation.

17 27. In addition to suffering and permitting Plaintiff and all other similarly
18 situated employees to perform work without compensation, John Muir also violated
19 California's meal and rest break law by not providing a meal period and rest periods within
20 the requisite number of hours after the start of a shift; failing to provide a second meal
21 period and/or rest period within the time proscribed by law, and by not permitting a full 30-
22 minute uninterrupted meal period.

23 28. Plaintiff regularly worked more than 5 hours without being relieved of all
24 duties. Defendant discouraged employees from taking a meal or rest period by insisting that
25 and including on their job performance reviews that the patient is the primary focus of the
26 nurse/healthcare team" and employees must provide competent and compassionate care as
27 well as requires employees to complete tasks timely.

1 29. Shortly after unilaterally abandoning the parties’ scheduled mediation and
2 after Plaintiff filed her original complaint, Defendant called current employees into an
3 interrogation session where it presented employees who are entitled to significant damages
4 as a result of Defendant’s unlawful wage and hour practices and made an offer of settlement
5 for “nuisance value.” At these interrogation sessions, Defendant presented these employees
6 with a letter and a request to waive all of their wage-hour claims related to the allegations
7 in Plaintiff’s complaint for a net sum of \$1,000.00 per employee. A true and correct copy
8 of Defendant’s letter and offer is attached hereto as Exhibit 4. The letter clearly states:

9 By signing and returning the Settlement you will be accepting
10 the payment as a complete and final resolution of any potential
11 claims related to overtime rate, pay for all hours worked, wage
12 statements, vacation pay, final pay and meal and rest breaks.

13 The letter includes an “Individual Settlement Agreement and Release” that impermissibly
14 requires employees to: “voluntarily and knowingly waive and release all claims and
15 causes of action asserted in the Lawsuits and/or *arising out of the facts alleged in the*
16 *lawsuits*, without regard to the legal theories or laws on which any such claims or causes
17 of action are based ...” *See* Exhibit 4 at section 7 on page three of the “Individual
18 Settlement Agreement and Release.” Defendant not only knowingly failed to pay its
19 employees for time spent working, it is now knowingly trying to subvert the law by
20 coercing employees into signing improper settlement agreements and releases. Indeed,
21 courts in this District have found that such coercive and abusive communications and
22 releases by Defendants are inappropriate at early stages of litigation. *See Marino v.*
23 *CACafe, Inc. et al*, Case No. 16-cv-6291-YGR, ECF No. 68 (N. D. Cal. April 28, 2017)
24 (invalidating all releases, requiring a curative notice, and prohibiting defendant from
25 engaging in any communication with putative class members regarding any of the subjects
26 of the litigation, or any release of claims because “[i]n the context of class action litigation,
27 whether pre- or post-certification, unsupervised communications between an employer
28 and its workers present an acute risk of coercion and abuse.” (internal citations omitted)).

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1 30. Defendant's \$1,000 offers are in violation of the FLSA. Employers and
 2 employees in collective actions cannot agree the employees will receive less than they are
 3 entitled under the FLSA without authorization from the United States Secretary of Labor
 4 or judicial approval. 29 U.S. C. § 216(c), *see also Barrentine v. Arkansas-Best Freight Sys.,*
 5 *Inc.*, 450 U.S. 728 (1981); *Brooklyn Sav. Bank v. O'Neill*, 324 U.S. 697 (1945); 29 U.S.C.
 6 § 216(b), *D.A Schulte, Inc. v. Gangi* 328 U.S. 108 (1946). Plaintiff's hourly rate of pay
 7 was \$79.97. Plaintiff alleges she worked off the clock each and every week worked.
 8 Plaintiff was employed with Defendant for a little over two years during the class period.
 9 Thus, if Plaintiff worked just one single hour of overtime per week, she would be entitled
 10 to \$11,996.00, or \$23,992.00 including liquidated damages but not including the regular
 11 rate increase for bonuses for which she was entitled. ($\$79.97 \times .5 = \$39.99 = \$119.96 \times$
 12 $50 \text{ weeks in a year} = \$5,998 \times 2 \text{ years} = \$11,996.00 \times 2 = \$23,992.00.$)

13 31. Upon information and belief, all other putative class members worked
 14 similar hours without compensation as Plaintiff. Therefore, even using this nominal
 15 amount of off-the-clock work for calculations, Defendant's \$1,000 settlement offer and
 16 releases are in no way related to the actual alleged harms and are contrary to the law.

17 32. Furthermore, John Muir's attempt to circumvent the lawsuit is a direct
 18 contravention of Supreme Court guidance with respect to putative class member contact.
 19 In *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 100 (1981) the Supreme Court of the United States
 20 held a federal District Court should supervise pre-certification communication with
 21 individual class members to insure the integrity of the litigation process and to present
 22 deception and misstatements, or misrepresentation by failure to disclose essential facts.

23 33. Defendant has attempted to circumvent the normal litigation process by
 24 offering a "nuisance value" settlement to employees on an individual basis by superiors in
 25 the inherently coercive workplace environment without telling the individual employees
 26 the value of the uncontested amounts owed to them, the hours they worked off the clock,
 27 and the potential penalty amounts that the employee would be waiving as well as the true,
 28

1 undisputable amount of actual wages owed. (Some of these amounts are known to Plaintiff
2 and her counsel but are protected by the mediation privilege).

3 34. Defendant has failed to present to each employee the number of hours they
4 worked off the clock, a figure it has ready access to. The exact amount of contested wages
5 owed to each employee is known to Defendant by simply comparing the time record in the
6 EPIC and/or MIDAS systems with the records on the KRONOS, multiplied the correct
7 applicable hourly rate (or overtime rate). In other words, by failing to disclose the exact
8 amount of “hard dollar damages” employees are due as wages, the employees cannot begin
9 to make an informed decision on whether or not the “offer” is fair, just and reasonable.

10 35. In addition to Defendant’s improper “settlement” communications,
11 Defendant has instituted additional retaliatory and intimidation tactics by requiring all
12 hourly paid employees to approve their timecards asserting that: (1) the employee has taken
13 all of his/her meal breaks, (2) the employee has taken all of his/her rest breaks, and (3) if
14 the employee did not take their lawful breaks, the employee voluntarily elected not to take
15 their breaks. *See* “Approval Statement” attached hereto as Exhibit 5. If employees refuse
16 to approve their time cards, they are subject to write-ups. Employees who receive three or
17 more write-ups are subject to termination. Moreover, Defendant requires employees to
18 approve the timecards prior to the end of the pay period at issue, all in an attempt to expunge
19 the record of Defendant’s illegal practices. This amounts to blatant subjugation and
20 harassment of these employees, and the type of direct dealing prohibited in union
21 organizing context by the National Labor Relations Act.

22 **COLLECTIVE, CLASS, AND REPRESENTATIVE ACTION ALLEGATIONS**

23 36. Plaintiff realleges and incorporates by this reference all the paragraphs
24 above in this Complaint as though fully set forth herein.

25 37. Plaintiff brings this action on behalf of herself and all other similarly situated
26 and typical employees employed in California as both a collective action under the FLSA
27 and a true class action under California law.
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1 38. Plaintiff brings this action on behalf of herself and the following **FLSA**
2 **Classes:**

- 3 a. **FLSA Regular Rate Class:** All nonexempt hourly paid employees
4 employed by Defendant who received a non-discretionary bonus at any
5 time during the period of October 13, 2013 through to the date of
6 judgment after trial.
- 7 b. **FLSA Off the Clock Class:** All nonexempt hourly paid employees
8 employed by Defendant who worked off the clock as demonstrated by
9 the comparison between the EPIC and/or MIDAS electronic systems and
10 KRONOS at any time during the period of October 13, 2013 through to
11 the date of judgment after trial.
- 12 c. **FLSA Release Class:** All members of the FLSA Regular Rate Class
13 and FLSA Off the Clock class who are current or former nonexempt
14 hourly paid employees employed by Defendant who signed an
15 “Individual Settlement and Release”.

16 39. With regard to the conditional certification mechanism under the FLSA,
17 Plaintiffs are similarly situated to those that they seek to represent for the following reasons,
18 among others:

- 19 a. Defendant employed Plaintiff as an hourly-paid employee who did not
20 receive her wages and, where applicable, overtime premium pay at one
21 and one-half times the regular rate of pay for all hours worked over forty
22 (40) hours in a workweek.
- 23 b. Plaintiff’s situation is similar to those she seeks to represent because
24 Defendant failed to pay Plaintiff and all other FLSA Off the Clock
25 Members for all time they were required to work, but with the knowledge
26 acquiescence and/or approval (tactic as well as expressed) of
27 Defendant’s managers and agents, and Defendant failed to pay Plaintiff
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and all other FLSA Regular Rate Class Members their correct overtime rate when they worked over 40 hours in a workweek.

- c. Common questions exist as to: 1) Whether Plaintiff and all other FLSA Off the Clock Class Members worked off the clock and without compensation and 2) Whether Defendant failed to pay Plaintiff and FLSA Regular Rate Class Members their correct overtime rate of pay.
- d. Upon information and belief, Defendant employ, and has employed, in excess of 1,000 FLSA Class Members within the applicable statute of limitations.
- e. Plaintiff has signed a Consent to Sue form, which attached hereto as Exhibit 6.
- f. Consent to sue forms are not required for state law claims under Rule 23 of the Nevada Rules of Civil Procedure.
- g. FLSA wage claims cannot be released absent approval from a court of competent jurisdiction or pursuant to a supervised settlement release by the United States Department of Labor. *See Lynn’s Foods Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982) *citing Brooklyn Savings Bank v. O’Neil*, 324 U.S. 697 (1945) (holding that there are only two ways in which back wage claims under the FLSA can be settled or compromised by employees: either the Secretary of Labor can supervise payment, or “in the context of suits brought directly by employees against their employers ... [a] court may enter a stipulated judgment after scrutinizing the settlement for fairness.”).

40. Plaintiff brings this action on behalf of herself and the following **California Classes:**

- a. **California Regular Rate Class:** All nonexempt hourly paid employees employed by Defendant who received a non-discretionary bonus at any

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1 time during the period of October 13, 2012 through to the date of
2 judgment after trial.

3 b. **California Off the Clock Class:** All nonexempt hourly paid employees
4 employed by Defendant who worked off the clock as demonstrated by
5 the comparison between the EPIC and/or MIDAS electronic systems and
6 KRONOS at any time during the period of October 13, 2012 through to
7 the date of judgment after trial.

8 c. **California Meal/Rest Break Class:** All nonexempt hourly paid
9 employees employed by Defendant at any time during the period of
10 October 13, 2013 through to the date of judgment after trial.

11 41. These Classes may be further subdivided into the following subclasses of
12 similarly-situated and typical individuals based upon the divergent statute of limitations
13 period for various claims asserted herein (collectively “the Subclasses” or “Subclass
14 Members”):

15 a. **Itemized Wage Statement Subclass:** All Class Members who were
16 employed at any time during the period of October 13, 2015 through to
17 the date of judgment after trial.

18 b. **Waiting Time Penalties Subclass:** All Class Members who were
19 employed at any time during the period of October 13, 2013 through to
20 the date of judgment after trial.

21 c. **PAGA Subclass:** All Class Members who were employed at any time
22 during the period of October 13, 2015 through to the date of judgment
23 after trial.

24 42. Class treatment is appropriate in this case for the following reasons:

25 A. The Class is Sufficiently Numerous: Upon information and belief,
26 Defendant employs, and has employed, in excess of 1,000 Class Members within
27 the applicable statute of limitations. Because Defendant is legally obligated to keep
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1 accurate payroll records, Plaintiff alleges that Defendant's records will establish the
2 members of the Class as well as their numerosity.

3 B. Common Questions of Law and Fact Exist: Common questions of
4 law and fact exist and predominate as to Plaintiff and Class Members, including,
5 without limitation:

- 6 1) Whether Defendant's attempt to buy off putative class members and
7 force them to sign a release of all federal and state law claims is
8 binding;
- 9 2) Whether Plaintiff is entitled to receive an enhancement payment as a
10 result of being the catalyst of the change for which Defendant has
11 attempted to buy off putative class members;
- 12 3) Whether Plaintiff's counsel is entitled to costs as a result of
13 Defendant's attempt to buy off putative class members;
- 14 4) Whether Plaintiff's counsel is entitled to recover attorneys' fees as a
15 result of being the catalyst of the change for which Defendant has
16 attempted to buy off putative class members;
- 17 5) Whether Defendant failed to compensate Plaintiff and all members
18 of the Class at the correct overtime rate by failing to include the
19 Bonuses into the regular rate;
- 20 6) Whether Defendant failed to compensate Plaintiff and members of
21 the Class for all the hours that they worked;
- 22 7) Whether Defendant's policy of not including the hours worked off
23 the clock in a pay period on the pay stub violates the itemized wage
24 statement provisions of the California Labor Code and the Orders of
25 the California Industrial Wage Commission; and
- 26 8) Whether Defendant willfully failed to pay Class Members all wages
27 due and owing at the time of termination.

1 C. Plaintiff's Claims are Typical to Those of Fellow Class Members:
 2 Plaintiff was not paid overtime on the Bonuses that were paid to members of the
 3 Class and performed work off the clock without compensation. Plaintiff's claims
 4 are typical to those of the class that she seeks to represent. In addition, Defendant
 5 did not give Plaintiff and Class Members accurate wage statements to reflect all
 6 their hours worked, rate of pay, and overtime compensation; and Defendant has not
 7 timely remitted all wages due and owing to Plaintiff and Class Members who are
 8 former employees upon their termination.

9 D. Plaintiff is an Adequate Representative of the Class: Plaintiff will
 10 fairly and adequately represent the interests of Class Members because Plaintiff is a
 11 member of the Class, she has common issues of law and fact with all members of
 12 the Class, and her claims are typical to other Class Members.

13 E. A Class Action is Superior/Common Claims Predominate: A class
 14 action is superior to other available means for the fair and efficient adjudication of
 15 this controversy, since individual joinder of all members of the Class is impractical.
 16 Class action treatment will permit a large number of similarly situated persons to
 17 prosecute their common claims in a single forum simultaneously, efficiently, and
 18 without unnecessary duplication of effort and expense. Furthermore, the expenses
 19 and burden of individualized litigation would make it difficult or impossible for
 20 individual members of the Class to redress the wrongs done to them, while an
 21 important public interest will be served by addressing the matter as a class action.
 22 Individualized litigation would also present the potential for inconsistent or
 23 contradictory judgments.

24 FIRST CAUSE OF ACTION

25 **Failure to Pay Overtime Wages in Violation of the FLSA, 29 U.S.C. § 207**

26 (On Behalf of Plaintiffs and all members of the FLSA Off the Clock Class and the FLSA
 27 Regular Rate Class Against Defendant)

1 43. Plaintiff realleges and incorporates by reference all the paragraphs above in
2 the Complaint as though fully set forth herein.

3 44. 29 U.S.C. Section 207(a)(1) provides as follows: “Except as otherwise
4 provided in the section, no employer shall employ any of his employees who in any
5 workweek is engaged in commerce or in the production of goods for commerce, or is
6 employed in an enterprise engaged in commerce or in the production of goods for
7 commerce, for a workweek longer than forty hours unless such employee receives
8 compensation for his employment in excess of the hours above specified at a rate not less
9 than one and one-half times the regular rate at which he is employed.”

10 45. By failing to compensate Plaintiff and FLSA Off the Clock Class Members
11 for all the time they were suffered and/or permitted to work, Defendant failed to pay
12 Plaintiffs and FLSA Off the Clock Class Members overtime for all hours worked in excess
13 of forty (40) hours in a week in violation of 29 U.S.C. Section 207(a)(1).

14 46. By failing to include the non-discretionary bonuses into the regular rate of
15 pay for Plaintiff and member of the FLSA Regular Rate Class, Defendant failed to pay
16 Plaintiffs and FLSA Regular Rate Class Members overtime for all hours worked in excess
17 of forty (40) hours in a week in violation of 29 U.S.C. Section 207(a)(1).

18 47. Wherefore, Plaintiff demands for herself and for all others similarly situated,
19 that Defendant pay Plaintiff and FLSA Off the Clock and Regular Rate Class Members one
20 and one-half times their regular hourly rate of pay for all hours worked in excess of forty
21 (40) hours a week during the relevant time period together with liquidated damages,
22 attorneys’ fees, costs, and interest as provided by law.

23 **SECOND CAUSE OF ACTION**

24 **Failure to Pay Minimum Wages for All Hours Worked**

25 (On Behalf of Plaintiff and the California Off the Clock Class Against Defendant)

26 48. Plaintiff realleges and incorporates by this reference all the paragraphs
27 above in this Complaint as though fully set forth herein.

28

1 49. California Labor Code (hereinafter referred to as “Labor Code”) § 1194
2 provides that “Notwithstanding any agreement to work for a lesser wage, any employee
3 receiving less than the legal minimum wage or the legal overtime compensation applicable
4 to the employee is entitled to recover in a civil action the unpaid balance of the full amount
5 of this minimum wage or overtime compensation, including interest thereon, reasonable
6 attorney’s fees, and costs of suit.”

7 50. Labor Code § 1197 empowers the Industrial Welfare Commission to fix the
8 minimum wage and states that “the payment of a less wage than the minimum so fixed is
9 unlawful.” Section 4 of applicable Wage Order No. 9 requires Defendant to pay its
10 employees minimum wages for all hours worked.

11 51. Because Defendant failed to compensate Plaintiff and Class Members for
12 their hours worked off the clock as set forth above, Defendant failed to pay Plaintiff and
13 Class Members the required minimum wage rate for each hour worked.

14 52. Labor Code § 1194.2(a) provides that, in an action to recover wages because
15 of the payment of a wage less than the minimum wage fixed by the IWC Wage Orders, an
16 employee is entitled to recover liquidated damages in an amount equal to the wages
17 unlawfully unpaid and interest thereon.

18 53. Plaintiff and Class Members should have received their regular rate of pay,
19 or the minimum wage, whichever is higher, in a sum according to proof for the hours
20 worked, but not compensated, during the Class Period. Defendant therefore owes Plaintiff
21 and Class Members regular rate wages or minimum wages, whichever are higher, as well
22 as liquidated damages in an equal amount to the wages owed, and has failed and refused,
23 and continues to fail and refuse, to pay Plaintiff and Class Members the amounts owed.

24 54. As a direct and proximate result of Defendant’s unlawful conduct, as set
25 forth herein, the Plaintiff and Class Members have sustained damages and been deprived
26 of minimum wages and regular wages that are owed in amounts to be proven at trial, and
27 are entitled to recovery of such amounts, plus interest, liquidated damages, and attorneys’
28 fees and costs pursuant to Labor Code §§ 218.5, 1194, and 1194.2. Because Defendant’s

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1 conduct described immediately above is an act of unfair competition and a business practice
2 in violation of California Business & Professions Code § 17200, Plaintiff and Class
3 Members are entitled to recover the amounts previously specified for four years prior to the
4 filing of this complaint to the date of judgment after trial.

5 55. Defendant is also subject to civil penalties and restitution of wages payable
6 to Plaintiff and all Class Members pursuant to Labor Code § 1179.1 as follows:

7 (1) For any initial violation that is intentionally committed, one hundred dollars
8 (\$100) for each underpaid employee for each pay period for which the employee is
9 underpaid. This amount shall be in addition to an amount sufficient to recover underpaid
10 wages.

11 (2) For each subsequent violation for the same specific offense, two hundred fifty
12 dollars (\$250) for each underpaid employee for each pay period for which the employee is
13 underpaid regardless of whether the initial violation is intentionally committed. This
14 amount shall be in addition to an amount sufficient to recover underpaid wages.

15 (3) Wages recovered pursuant to this section shall be paid to the affected employee.

16 These penalties are in addition to any other penalty provided by law and are
17 recoverable by private individuals on behalf of the state of California under the Private
18 Attorney General Act, Labor Code § 2699, et. seq.

19 56. Defendant is also subject to civil penalties and restitution of wages payable
20 to Plaintiff and all Class Members pursuant to Labor Code § 558 for violating the applicable
21 Wage Order as follows:

22 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
23 pay period for which the employee was underpaid in addition to an amount sufficient to
24 recover underpaid wages.

25 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
26 employee for each pay period for which the employee was underpaid in addition to an
27 amount sufficient to recover underpaid wages.

28 (3) Wages recovered pursuant to this section shall be paid to the affected employee.

These penalties are in addition to any other penalty provided by law and are

1 recoverable by private individuals on behalf of the state of California under the Private
2 Attorney General Act, Labor Code § 2699, et. seq.

3 **THIRD CAUSE OF ACTION**

4 **Failure to Pay Overtime Wages for All Hours Worked**

5 (On Behalf of Plaintiff and the California Off the Clock Class and the California Regular
6 Rate Class Against Defendant)

7 57. Plaintiff realleges and incorporates by this reference all the paragraphs
8 above in this Complaint as though fully set forth herein.

9 58. Labor Code §§ 510 and 1198, and Section 3 of applicable Wage Order No.
10 9, mandate that California employers pay overtime compensation at one and one-half times
11 the regular rate of pay to all non-exempt employees for all hours worked over eight (8) per
12 day or over forty (40) per week and “any work in excess of 12 hours in one day shall be
13 compensated at the rate of no less than twice the regular rate of pay for an employee. In
14 addition, any work in excess of eight hours on any seventh day of a workweek shall be
15 compensated at the rate of no less than twice the regular rate of pay of an employee.”
16 Section 3(A)(1) of the applicable Wage Order states in relevant part: “Employment beyond
17 eight (8) hours in any workday or more than six (6) days in any workweek is permissible
18 provided the employee is compensated for such overtime at not less than: (a) One and one-
19 half (11/2) times the employee’s regular rate of pay for all hours worked in excess of eight
20 (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours
21 worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the
22 employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday
23 and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day
24 of work in a workweek.”

25 59. Labor Code § 1198 states that “The maximum hours of work and the
26 standard conditions of labor fixed by the commission shall be the maximum hours of work
27 and the standard conditions of labor for employees. The employment of any employee for
28

1 longer hours than those fixed by the order or under conditions of labor prohibited by the
2 order is unlawful.”

3 60. Because Defendant failed to compensate Plaintiff and Class Members for
4 their hours worked off the clock as set forth above, Defendant failed to pay Plaintiff and
5 Class Members overtime compensation when due.

6 61. Also, because Defendant failed to include the Bonuses into the regular rate
7 of pay in calculating the overtime rate for Plaintiff and Class Members as set forth above,
8 Defendants failed to pay Plaintiff and Class Members their correct overtime rate.

9 62. Wherefore, Plaintiff demands for herself and for Class Members that
10 Defendant pay Plaintiff and Class Members overtime pay at the applicable legal rate for all
11 overtime hours worked together with attorneys’ fees, costs, and interest as provided by law.
12 Because Defendant’s conduct described immediately above is an act of unfair competition
13 and a business practice in violation of California Business & Professions Code § 17200,
14 Plaintiff and Class Members are entitled to recover the amounts previously specified for
15 four years prior to the filing of this complaint to the date of judgment after trial.

16 63. Defendant is also subject to civil penalties and restitution of wages payable
17 to Plaintiff and all Class Members pursuant to Labor Code § 558 as follows:

18 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
19 pay period for which the employee was underpaid in addition to an amount sufficient to
20 recover underpaid wages.

21 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
22 employee for each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages.

23 (3) Wages recovered pursuant to this section shall be paid to the affected employee.

24 These penalties are in addition to any other penalty provided by law and are
25 recoverable by private individuals on behalf of the state of California under the Private
26 Attorney General Act, Labor Code § 2699, et. seq.

27 **FOURTH CAUSE OF ACTION**

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Failure to Provide Meal/Rest Breaks

(On Behalf of Plaintiff and the California Meal/Rest Break Class Against Defendant)

64. Plaintiff realleges and incorporates by this reference all the paragraphs above in this Complaint as though fully set forth herein.

65. Section 11 of the applicable Wage Order states, in relevant part: “(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes . . . If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

66. Labor Code § 226.7 states that: “a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission. (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.” California Labor Code § 229 provides for a private right of action to enforce the provisions of Labor Code 226.7.

67. Labor Code § 512 provides in relevant part: “An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes . . .”

68. As described above and demonstrated by the comparison of the EPIC and/or MIDAS and KRONOS electronic records, Plaintiff and California Meal/Rest Break Class Members routinely worked through meal and/or rest periods as required by Defendant, but were not compensated for the missed meal and/or rest period pursuant to 226.7.

69. Wherefore, Plaintiff demands payment for herself and all California Meal/Rest Break Class Members one hour pay per day for every missed mandatory meal

1 and/or rest period, together with attorneys' fees, costs, penalties, and interest as provided
2 by law.

3 **FIFTH CAUSE OF ACTION**

4 **Failure to Provide Accurate Wage Statements**

5 (On Behalf of Plaintiff and the Wage Statement Subclass Against Defendant)

6 70. Plaintiff realleges and incorporates by this reference all the paragraphs
7 above in this Complaint as though fully set forth herein.

8 71. Defendant knowingly and intentionally failed to provide timely, accurate,
9 itemized wage statements showing, inter alia, hours worked, to Plaintiff and Class Members
10 in accordance with Labor Code § 226(a) and applicable Wage Order No. 9. Such failure
11 caused injury to Plaintiff and Class Members by, among other things, impeding them from
12 knowing the amount of wages to which they are and were legally entitled.

13 72. Plaintiff's good faith estimate of the number of pay periods in which
14 Defendant failed to provide accurate itemized wage statements to Plaintiff and Class
15 Members is each and every pay period during the Class Period.

16 73. Plaintiff and the Class Members are entitled to and seek injunctive relief
17 requiring Defendant to comply with Labor Code §§ 226(a) and further seek the amount
18 provided under Labor Code § 226(e), including the greater of all actual damages or fifty
19 dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars
20 (\$100) per employee for each violation in a subsequent pay period.

21 74. Defendant is also subject to civil penalties for Labor Code §§ 226(a)
22 violations "in the amount of two hundred and fifty dollars (\$250) per employee per
23 violation in an initial citation and one thousand (\$1,000) per employee for each violation
24 in a subsequent citation" as provided by Labor Code §§ 226.3. These penalties are in
25 addition to any other penalty provided by law and are recoverable by private individuals on
26 behalf of the state of California under the Private Attorney General Act, Labor Code § 2699,
27 et. seq.

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1 75. Because Defendant’s conduct described immediately above is an act of
2 unfair competition and a business practice in violation of California Business & Professions
3 Code Section 17200, Plaintiff further demands the Defendant be enjoined from continuing
4 to provide inaccurate pay statements that fail to include the amount of hours worked by
5 each employee, the hourly rate of pay, and the amount of all overtime hours worked at the
6 corresponding hourly rate.

7 **SIXTH CAUSE OF ACTION**

8 **Failure to Timely Pay All Wages Due and Owing**

9 (On Behalf of Plaintiff and the Waiting Time Penalties Subclass Against Defendant)

10 76. Plaintiff realleges and incorporates by this reference all the paragraphs
11 above in this Complaint as though fully set forth herein.

12 77. Labor Code §§ 201 and 202 require an employer to pay its employees all
13 wages due within the time specified by law. Labor Code § 203 provides that if an employer
14 willfully fails to timely pay such wages, the employer must continue to pay the subject
15 employees’ wages until the back wages are paid in full or an action is commenced, up to a
16 maximum of thirty (30) days of wages.

17 78. Class Members who ceased employment with Defendant is entitled to
18 unpaid compensation for unpaid minimum, regular, and overtime wages, as alleged above,
19 but to date have not received such compensation. Defendant’s failure to pay such wages
20 and compensation, as alleged above, was knowing and “willful” within the meaning of
21 Labor Code § 203.

22 79. As a consequence of Defendant’s willful conduct in not paying
23 compensation for all hours worked, Class Members whose employment ended within the
24 last three years from the filing of this complaint are entitled to up to thirty days’ wages
25 under Labor Code § 203, together with interest thereon and attorneys’ fees and costs.

26 **SEVENTH CAUSE OF ACTION**

27 **Violating California Private Attorney General Act**

28 (On Behalf of Plaintiff and the PAGA Subclass Against Defendant)

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1 80. Plaintiff realleges and incorporates by this reference all the paragraphs
2 above in this Complaint as though fully set forth herein.

3 81. Labor Code § 2699(a) states:

4 Notwithstanding any other provision of law, any provision of this code that provides
5 for a civil penalty to be assessed and collected by the Labor and Workforce Development
6 Agency or any of its departments, divisions, commissions, boards, agencies, or employees,
7 for a violation of this code, may, as an alternative, be recovered through a civil action
8 brought by an aggrieved employee on behalf of himself or herself and other current or
9 former employees pursuant to the procedures specified in Section 2699.3.

10 82. Plaintiff and Class Members are “aggrieved employees” as that term is
11 defined in the California Labor Code Private Attorney General Act of 2004, because they
12 are current or former employees of the alleged violator and against whom one or more of
13 the alleged violations was committed.

14 83. As outlined above, Plaintiff has met all the notice requirements set forth in
15 Labor Code § 2699.3 necessary to commence a civil action.

16 84. Plaintiff brings this action on behalf of herself and all aggrieved employees
17 who were subject to Defendant’s failure to pay Plaintiff and aggrieved employees for all
18 hours they worked at the applicable minimum, regular, and overtime wage rate; its failure
19 to comply with California’s meal and rest break laws; its failure to provide accurate wage
20 statements; and its failure to pay Plaintiff and aggrieved employees who are former
21 employees all their wages due and owing upon termination.

22 85. Plaintiff, on behalf of herself and in a representative capacity on behalf of
23 all members of the PAGA aggrieved employee Class, demand the maximum civil penalty
24 specified in Labor Code § 2699 in the amount of one hundred dollars (\$100) for Plaintiff
25 and each aggrieved member of the Class per period for the initial violation and two hundred
26 dollars (\$200) per pay period for each subsequent violation for violations of Labor Code
27 §§ 201-204, 226, 226.7, 510, 1194, 1197, and 1198.

28 86. These penalties are recoverable in addition to any other civil penalty
separately recoverable by law.

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EIGHTH CAUSE OF ACTION

**Interfering with Court Process by Failure to Disclose Amounts Due when
Negotiating Individual Settlements**

(On Behalf of Plaintiff and the FLSA Classes Against Defendant)

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2
3
4 87. Plaintiff realleges and incorporates by this reference all the paragraphs
5 above in this Complaint as though fully set forth herein.

6 88. The principal congressional purpose in enacting the FLSA was to protect all
7 covered workers from substandard wages and oppressive working hours, “labor conditions
8 [that are] detrimental to the maintenance of the minimum standard of living necessary for
9 health, efficiency and general well-being of workers.” 29 U.S.C. § 202(a).

10 89. Private agreements may not contravene the protections of the FLSA and it
11 is well established that an employee’s claims under the FLSA are non-waivable and may
12 not be settled without supervision of either the Secretary of Labor or a district court.

13 90. 29 U.S.C. § 216(b) states in relevant part that any employer who violates the
14 provisions of section 207 of this title shall be liable to the employee or employees affected
15 in the amount of their unpaid minimum wages, or their unpaid overtime compensation, as
16 the case may be and in an additional equal amount in liquidated damages. An action to
17 recover the liability prescribed in either of the preceding sentences may be maintained
18 against any employer (including a public agency) in any Federal or State court of competent
19 jurisdiction by any one or more employees for and in behalf of himself or themselves and
20 other employees similarly situated. *See also, D.A. Schulte, Inc. v. Gangi*, 328 U.S. 108
21 (1946).

22 91. 29 U.S.C. § 216(c) states in relevant part that the Secretary of Labor is
23 authorized to supervise payment to employees of unpaid wages owed to them. An employee
24 who accepts such a payment supervised by the Secretary thereby waives his right to bring
25 suit for both unpaid wages and for liquidated damages, provided the employer pays in full
26 the back wages.

27 92. The purpose of enacting section 216 (c) was to ensure settlements were fair
28 and that the employer could not coerce employees into settlement and waiver for less than

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1 the statute required. *Barrentine v. Arkansas-Best Freight Sys., Inc.*, 450 U.S. 728 (1981);
2 *Brooklyn Sav. Bank v. O’Neill*, 324 U.S. 697, 706-07 (1945).

3 93. Defendant has a duty to disclose, at a minimum, the exact amount of
4 uncontestable wages due.

5 94. Under California law, Defendants have an obligation to provide the exact
6 hours worked as well as to tender immediately the uncontested portion of the wages owed
7 upon discovery of any irregularities.

8 95. In addition, Defendant had an obligation to disclose a good faith estimate of
9 potential penalties due to the employees, so that the employee could intelligently waive
10 these penalties, if he or she decided to accept the settlement offer.

11 96. For these and other reasons, Defendant’s action in seeking individual
12 settlements for a de minimus amount without full disclosure constitutes both an unfair and
13 deceptive practice in and of itself under Business and Professions Code § 17200.

14 97. As set forth in the facts above, Defendant’s “Individual Settlement
15 Agreement and Release” has impermissibly circumvented the provisions of § 216 as set
16 forth above.

17 98. Defendant’s conduct is also a breach of the Court’s inherent power to
18 regulate the litigation process under *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 100 (1981).

19 99. Wherefore, Plaintiff prays that any release obtained without such full
20 disclosure of wages due and without full court approval, be void and any sums paid to
21 employees be deemed forfeited by the employer to the employee without credit in
22 settlement of this dispute.

23 **NINTH CAUSE OF ACTION**

24 **Unfair Business Practices**

25 (On Behalf of Plaintiff and the Classes Against Defendant)

26 100. Plaintiff realleges and incorporates by this reference all the paragraphs
27 above in this Complaint as though fully set forth herein.

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1 101. By the conduct described throughout this Complaint, Defendant have
2 violated the provisions of the California Labor Code as specified and have engaged in
3 unlawful, deceptive, and unfair business practices prohibited by California Business &
4 Professions Code § 17200, *et seq.* Defendant’s use of such practices resulted in greatly
5 decreased labor costs and constitutes an unfair business practice, unfair competition, and
6 provides an unfair advantage over Defendant’s competitors.

7 102. The unlawful and unfair business practices complained of herein are
8 ongoing and present a threat and likelihood of continuing against Defendant’s current
9 employees as well as other members of the general public. Plaintiff and Class Members
10 are therefore entitled to injunctive and other equitable relief against such unlawful practices
11 in order to prevent future damage and to avoid a multiplicity of lawsuits. Accordingly,
12 Plaintiff and the Class Members request a preliminary and permanent injunction prohibiting
13 Defendant from the unfair practices complained of herein.

14 103. Defendant generated income as a direct result of the above-mentioned
15 unlawful and unfair business practices. Plaintiff and the Class Members are therefore
16 entitled to restitution of any and all monies withheld, acquired, and/or converted by
17 Defendant by means of the unfair and unlawful practices complained of herein.

18 104. As a result, Plaintiff and Class Members seek restitution of their unpaid
19 wages, unpaid overtime, meal and rest break pay, itemized wage statement penalties, and
20 waiting time penalties, in addition to interest, attorneys’ fees, and costs, as necessary and
21 according to proof. Plaintiff seeks the appointment of a receiver, as necessary, to establish
22 the total monetary relief sought from Defendant.

23 **JURY DEMAND**

24 Plaintiff KAREN MARTINEZ hereby respectfully demands a trial by jury on all
25 issues so triable.

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PRAYER FOR RELIEF

Wherefore Plaintiff, individually and on behalf of all Class Members and all others similarly situated, prays for relief as follows relating to her class and representative action allegations:

1. For an order conditionally certifying the action under the FLSA and providing notice to all FLSA Class members so they may participate in the lawsuit;
2. For an order certifying this action as a class action on behalf of the proposed Classes;
3. For an order that any release obtained without full disclosure of wages due and without full court approval be void and any sums paid to employees be deemed forfeited by the employer to the employee without credit in settlement of this dispute;
4. For an order appointing Plaintiff as the Representative of the Class and her counsel as Class Counsel;
5. For damages according to proof for regular rate or minimum rate pay, whichever is higher, for all hours worked under both federal and California law;
6. For damages according to proof for overtime compensation for all overtime hours worked under both federal and California law;
7. For liquidated damages;
8. For one hour of pay at the regular rate or minimum rate pay, whichever is higher, for every missed and/or inadequate meal period;
9. For waiting time penalties;
10. For civil penalties;
11. For PAGA penalties;
12. For interest as provided by law at the maximum legal rate;
13. For reasonable attorneys' fees authorized by statute;

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- 14. For costs of suit incurred herein;
- 15. For pre-judgment and post-judgment interest, as provided by law, and
- 16. For such other and further relief as the Court may deem just and proper.

DATED: December 1, 2017

THIERMAN BUCK LLP

s/Joshua D. Buck
Mark R. Thierman
Joshua D. Buck
Leah L. Jones

Attorneys for Plaintiff

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Index of Exhibits

1. PAGA Letter
2. PAGA Confirmation
3. Pay stub (3/22/15 – 4/4/15)
4. Defendant’s Letter and Offer
5. Approval Statement
6. Consent to Sue signed by Karen Martinez

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