

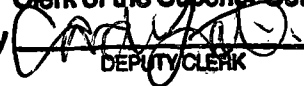
EXHIBIT A

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FILED
SAN MATEO COUNTY

JAN 29 2019

Clerk of the Superior Court
By  DEPUTY CLERK

19 - CIV - 00584
CMP
Complaint
1620992



9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN MATEO
11 UNLIMITED JURISDICTION

19CIV00584

13 MARIAH D. THOMAS, on behalf of herself,
all others similarly situated,
14 *Plaintiff,*

15 vs.

16 TARGET CORPORATION, a Minnesota
17 corporation; and DOES 1 through 50,
18 inclusive,
Defendants.

Case No.

CLASS ACTION

COMPLAINT

- 1. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
- 2. Failure to Indemnify (Lab. Code § 2802);
- 3. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
- 4. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
- 5. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

JURY TRIAL DEMANDED

BY FAX

1 COMES NOW, Plaintiff MARIAH D. THOMAS (“Plaintiff”), on behalf of herself, all
2 others similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendant TARGET CORPORATION, a
5 Minnesota corporation, and DOES 1 through 50, inclusive (collectively referred to as “Defendants”) for alleged violations of the Labor Code and Business and Professions Code. As set forth below,
6 Plaintiff alleges that Defendants have
7

- 8 (1) failed to pay them at the designated wage scale;
- 9 (2) failed to reimburse them for all necessary business expenses;
- 10 (3) failed to provide them with accurate written wage statements; and
- 11 (4) failed to pay them all of their final wages following separation of
12 employment.

13 Based on these alleged Labor Code violations, Plaintiff now brings this class action to
14 recover unpaid wages, restitution and related relief on behalf of herself, all others similarly situated.

15 **JURISDICTION AND VENUE**

16 2. This Court has subject matter jurisdiction to hear this case because the monetary
17 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal
18 jurisdiction of the Superior Court of the State of California.

19 3. Venue is proper in the County of San Mateo pursuant to Code of Civil Procedure
20 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
21 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
22 maintains offices, transacts business and/or has an agent therein.

23 4. Venue is proper in San Mateo County because Defendants’ principal place of
24 business is in Minnesota, is incorporated under the laws of Minnesota, does business in San Mateo
25 County, and has not registered a California place of business with the California Secretary of State.
26 As such, venue is proper in any county in California.

27 **PARTIES**

28 5. Plaintiff MARIAH D. THOMAS is, and at all relevant times mentioned herein, an

1 individual residing in the State of California.

2 6. Plaintiff is informed and believes, and thereupon alleges that Defendant TARGET
3 CORPORATION is, and at all relevant times mentioned herein, a Minnesota corporation doing
4 business in the State of California.

5 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
6 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
7 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
8 when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the
9 fictitiously named defendants are responsible in some manner for the occurrences, acts and
10 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
11 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
12 capacities of the DOE defendants when ascertained.

13 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
14 mentioned herein, some or all of the defendants were the representatives, agents, employees,
15 partners, directors, associates, joint venturers, principals or co-participants of some or all of the
16 other defendants, and in doing the things alleged herein, were acting within the course and scope of
17 such relationship and with the full knowledge, consent and ratification by such other defendants.

18 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
19 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert
20 and conspired with one another, and aided and abetted one another to accomplish the occurrences,
21 acts and omissions alleged herein.

22 **CLASS ALLEGATIONS**

23 10. This action has been brought and may be maintained as a class action pursuant to
24 Code of Civil Procedure section 382 because there is a well-defined community of interest among
25 the persons who comprise the readily ascertainable classes defined below and because Plaintiff is
26 unaware of any difficulties likely to be encountered in managing this case as a class action.

27 11. **Relevant Time Period:** The relevant time period is defined as the time period
28 beginning four years prior to the filing of this action until judgment is entered.

1 **Hourly Employee Class:** All persons employed by Defendants and/or any staffing agencies
2 and/or any other third parties in hourly or non-exempt positions in California during the
3 **Relevant Time Period.**

4 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class** members
5 employed by Defendants in California during the period beginning one year before
6 the filing of this action and ending when final judgment is entered.

7 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
8 separated from their employment with Defendants during the period beginning three
9 years before the filing of this action and ending when final judgment is entered.

10 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in California
11 during the **Relevant Time Period.**

12 **Expense Reimbursement Class:** All persons employed by Defendants in California who
13 incurred business expenses during the **Relevant Time Period.**

14 12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
15 right to amend or modify the class definitions with greater specificity, by further division into sub-
16 classes and/or by limitation to particular issues.

17 13. **Numerosity:** The class members are so numerous that the individual joinder of each
18 individual class member is impractical. While Plaintiff does not currently know the exact number
19 of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
20 exceeds the minimum required for numerosity under California law.

21 14. **Commonality and Predominance:** Common questions of law and fact exist as to
22 all class members and predominate over any questions which affect only individual class members.
23 These common questions include, but are not limited to:

- 24 A. Whether Defendants failed to pay class members at the designated wage scale
25 when Defendants failed to reimburse class members for all necessary
26 business expenses incurred during the discharge of their duties;
- 27 B. Whether Defendants failed to reimburse class members for all necessary
28 business expenses incurred during the discharge of their duties;
- C. Whether Defendants failed to provide class members with accurate written
wage statements as a result of providing them with written wage statements
with inaccurate entries for, among other things, amounts of gross and net
wages, and total hours worked;

1 D. Whether Defendants applied policies or practices that result in late and/or
2 incomplete final wage payments;

3 E. Whether Defendants are liable to class members for waiting time penalties
4 under Labor Code section 203;

5 F. Whether class members are entitled to restitution of money or property that
6 Defendants may have acquired from them through unfair competition;

7 15. **Typicality:** Plaintiff's claims are typical of the other class members' claims.

8 Plaintiff is informed and believes and thereupon alleges that Defendants have a policy or practice of
9 failing to comply with the Labor Code and Business and Professions Code as alleged in this
10 Complaint.

11 16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
12 that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class
13 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
14 and adequately represent and protect the interests of the other class members.

15 17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
16 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
17 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
18 behalf of Plaintiff and absent class members.

19 18. **Superiority:** A class action is vastly superior to other available means for fair and
20 efficient adjudication of the class members' claims and would be beneficial to the parties and the
21 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
22 and efficiently prosecute their common claims in a single forum without the unnecessary
23 duplication of effort and expense that numerous individual actions would entail. In addition, the
24 monetary amounts due to many individual class members are likely to be relatively small and would
25 thus make it difficult, if not impossible, for individual class members to both seek and obtain relief.
26 Moreover, a class action will serve an important public interest by permitting class members to
27 effectively pursue the recovery of monies owed to them. Further, a class action will prevent the
28 potential for inconsistent or contradictory judgments inherent in individual litigation.

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GENERAL ALLEGATIONS

19. Plaintiff worked for Defendants as a non-exempt, hourly employee from approximately October 21, 2017 through January 13, 2018.

Payment of Wages Lower Than Designated Wage Scale

20. Plaintiff and the putative class were supposed to be paid hourly at designated wage scale as agreed between the parties.

21. However, when Defendants failed to reimburse Plaintiff and the putative class for business expenses incurred by them in the discharge of their duties, this resulted in the payment of wages lower than the designated wage scale.

22. Specifically, the “wages” paid to Plaintiff and the putative class were post-tax earnings that were used to pay for expenses such as cell phones and uniforms.

23. Accordingly, since such expenses were paid for by post-tax “wages”, this effectively resulted in Plaintiff and the putative class being paid less than the designated wage scale in violation of Labor Code section 223.

Expense Reimbursement

Cell Phones

24. Plaintiff and the putative class members were required to utilize their own personal tools to perform their job duties. For example, when customers wanted a Price Match, Plaintiff and the putative class would utilize their own personal cellphones in order to compare prices for products.

25. Plaintiff and the putative class members were not reimbursed for business expenses incurred in utilizing their personal cellphones for work purposes.

Uniforms

26. Plaintiff and the putative class members were required to purchase uniforms to wear during work. For example, Plaintiff and the putative class were instructed to wear a red shirt and beige pants.

27. Plaintiff and the putative class members were not reimbursed for business expenses incurred in purchasing new uniforms for work purposes.

1 37. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
2 person acting either individually or as an officer, agent or employee of another person, to pay an
3 employee, or cause an employee to be paid, less than the applicable minimum wage.

4 38. Labor Code section 1198 makes it unlawful for employers to employ employees
5 under conditions that violate the applicable Wage Order.

6 39. Labor Code section 204 requires employers to pay non-exempt employees their
7 earned wages for the normal work period at least twice during each calendar month on days the
8 employer designates in advance and to pay non-exempt employees their earned wages for labor
9 performed in excess of the normal work period by no later than the next regular payday.

10 40. Labor Code section 223 makes it unlawful for employers to pay their employees
11 lower wages than required by contract or statute while purporting to pay them legal wages.

12 41. Labor Code section 510 and Section 3 of the applicable Wage Order require
13 employees to pay non-exempt employees overtime wages of no less than one and one-half times
14 their respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
15 hours worked in excess of forty hours in one workweek, and/or for the first eight hours worked on
16 the seventh consecutive day of one workweek.

17 42. Labor Code section 510 and Section 3 of the applicable Wage Order also require
18 employers to pay non-exempt employees overtime wages of no less than two times their respective
19 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
20 worked in excess of eight hours on a seventh consecutive workday during the workweek.

21 43. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
22 centrally devised policies and practices to her and **Hourly Employee Class** members with respect
23 to working conditions and compensation arrangements.

24 44. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
25 **Employee Class** members for all time worked, including but not limited to, overtime hours at
26 statutory and/or agreed rates.

27 45. Section 9 of the applicable Wage Order states:

28 “When uniforms are required by the employer to be worn by the employee as a

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condition of employment, such uniforms shall be provided and maintained by the employer. The term 'uniform' includes wearing apparel and accessories of distinctive design or color."

46. If the employer does not choose to maintain employees' uniforms itself where it is required to do so, the Division of Labor Standards Enforcement ("DLSE") takes the position that the employer may pay each affected employee a weekly maintenance allowance of an hour's pay at the state minimum wage rate in lieu of maintaining the uniforms, assuming that an hour is a realistic estimate of the time involved in maintaining the uniform.

47. At all relevant times during the applicable limitations period, and in violation of the above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to compensate Plaintiff with minimum and/or overtime wages for all hours she worked as a result of its failure to maintain employee uniforms and/or pay her a weekly maintenance allowance.

48. Plaintiff is informed and believes that, at all relevant times, and in violation of the above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to compensate **Hourly Employee Class** members with minimum and/or overtime wages for all hours they worked as a result of its failures to maintain employee uniforms and/or pay them a weekly maintenance allowance.

49. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code § 2802)

(Plaintiff and Expense Reimbursement Class)

50. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

51. Labor Code section 2802(a) states:

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though

1 unlawful, unless the employee, at the time of obeying the directions, believed them
2 to be unlawful.”

3 52. At all relevant times during the applicable limitations period, Plaintiff and the
4 **Expense Reimbursement Class** members incurred necessary business related expenses and costs,
5 including but not limited to, cellphone expenses and the purchase and maintenance of uniforms to
6 be worn at all times during work hours.

7 53. Plaintiff is informed and believes, and thereupon alleges that the reimbursement paid
8 by Defendants was insufficient to indemnify Plaintiff and **Expense Reimbursement Class**
9 members for all necessary expenses incurred in the discharge of their duties.

10 54. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
11 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
12 necessary business expenses incurred in the discharge of their duties.

13 55. Pursuant to Labor Code section 452, an employer is authorized to prescribe the
14 weight, color, quality, texture, style, form and make of uniforms required to be worn by their
15 employees.

16 56. Section 9 of the applicable Wage Order states:

17 “When uniforms are required by the employer to be worn by the employee as a
18 condition of employment, such uniforms shall be provided and maintained by the
19 employer. The term ‘uniform’ includes wearing apparel and accessories of
distinctive design or color.”

20 57. At all relevant times during the applicable limitations period, Defendants required
21 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
22 by Defendants’ want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
23 **Reimbursement Class** members for all such expenditures.

24 58. At all relevant times during the applicable limitations period, Defendants required
25 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
26 apparel unique to Defendants at their expense. Defendants failed to indemnify Plaintiff and
27 **Expense Reimbursement Class** members for all such expenditures.

28 59. Plaintiff is informed and believes that, during the applicable limitations period,

1 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
2 **Reimbursement Class** members for all necessary business expenses.

3 60. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
4 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
5 Complaint and until the date of entry of judgment.

6 61. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seek
7 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
8 pursuant to Code of Civil Procedure section 1021.5.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

11 **(Lab. Code § 226)**

12 **(Plaintiff and Wage Statement Penalties Sub-Class)**

13 62. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
14 herein.

15 63. Labor Code section 226(a) states:

16 “An employer, semimonthly or at the time of each payment of wages, shall furnish to
17 his or her employee, either as a detachable part of the check, draft, or voucher paying
18 the employee’s wages, or separately if wages are paid by personal check or cash, an
19 accurate itemized statement in writing showing (1) gross wages earned, (2) total
20 hours worked by the employee, except as provided in subdivision (j), (3) the number
21 of piece-rate units earned and any applicable piece rate if the employee is paid on a
22 piece-rate basis, (4) all deductions, provided that all deductions made on written
23 orders of the employee may be aggregated and shown as one item, (5) net wages
24 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
25 name of the employee and only the last four digits of his or her social security
26 number or an employee identification number other than a social security number,
27 (8) the name and address of the legal entity that is the employer and, if the employer
28 is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the corresponding number
of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if
the employer is a temporary services employer as defined in Section 201.3, the rate
of pay and the total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or other indelible
form, properly dated, showing the month, day, and year, and a copy of the statement
and the record of the deductions shall be kept on file by the employer for at least
three years at the place of employment or at a central location within the State of
California. For purposes of this subdivision, ‘copy’ includes a duplicate of the
itemized statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.”

1 64. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize
2 the “detachable part of the check” provision and the “accurate itemized statement in writing”
3 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
4 employee retains the right to elect to receive a written paper stub or record and that those who are
5 provided with electronic wage statements retain the ability to easily access the information and
6 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
7 Letter July 6, 2006).

8 65. Plaintiff is informed and believes that, at all relevant times during the applicable
9 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
10 members with written wage statements as described above.

11 66. Plaintiff is informed and believes that Defendants’ failure to provide her and **Wage**
12 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
13 that Defendants have the ability to provide them with accurate wage statements but have
14 intentionally provided them with written wage statements that Defendants have known do not
15 comply with Labor Code section 226(a).

16 67. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
17 in that Defendants have violated their legal rights to receive accurate wage statements and have
18 misled them about their actual rates of pay and wages earned. In addition, inaccurate information
19 on their wage statements have prevented immediate challenges to Defendants’ unlawful pay
20 practices, has required discovery and mathematical computations to determine the amount of wages
21 owed, has caused difficulty and expense in attempting to reconstruct time and pay records, and/or
22 has led to the submission of inaccurate information about wages and deductions to federal and state
23 government agencies.

24 68. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
25 **Statement Penalties Sub-Class** members, seek the greater of actual damages or \$50.00 for the
26 initial pay period in which a violation of Labor Code section 226(a) occurred, and \$100.00 for each
27 subsequent pay period in which a violation of Labor Code section 226(a) occurred, not to exceed an
28 aggregate penalty of \$4000.00 per class member, as well as awards of reasonable attorneys’ fees

1 and costs.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

4 **(Lab. Code §§ 201-203)**

5 **(Plaintiff and Waiting Time Penalties Sub-Class)**

6 69. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
7 herein.

8 70. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members
9 have been entitled, upon the end of their employment with Defendants, to timely payment of all
10 wages earned and unpaid before termination or resignation.

11 71. At all relevant times, pursuant to Labor Code section 201, employees who have been
12 discharged have been entitled to payment of all final wages immediately upon termination.

13 72. At all relevant times, pursuant to Labor Code section 202, employees who have
14 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
15 payment of all final wages at the time of resignation.

16 73. At all relevant times, pursuant to Labor Code section 202, employees who have
17 resigned after giving less than seventy-two (72) hours notice of resignation have been entitled to
18 payment of all final wages within seventy-two (72) hours of giving notice of resignation.

19 74. During the applicable limitations period, Defendants failed to pay Plaintiff all of her
20 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

21 75. Plaintiff is informed and believes that, at all relevant time during the applicable
22 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
23 members all of their final wages in accordance with the Labor Code.

24 76. Plaintiff is informed and believes that, at all relevant times during the applicable
25 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
26 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
27 sections 201 or 202 by failing to timely pay them all final wages.

28 77. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to

1 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been
2 willful in that Defendants have the ability to pay final wages in accordance with Labor Code
3 sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible
4 with those requirements.

5 78. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and
6 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their
7 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

8 79. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
9 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**
10 **Class** members, seek awards of reasonable attorneys' fees and costs.

11 **FIFTH CAUSE OF ACTION**

12 **UNFAIR COMPETITION**

13 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

14 **(Plaintiff and UCL Class)**

15 80. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 81. Business and Professions Code section 17200 defines "unfair competition" to
18 include any unlawful business practice.

19 82. Business and Professions Code section 17203-17204 allow a person who has lost
20 money or property as a result of unfair competition to bring a class action in accordance with Code
21 of Civil Procedure section 382 to recover money or property that may have been acquired from
22 similarly situated persons by means of unfair competition.

23 83. California law requires employers to pay hourly, non-exempt employees for all hours
24 they are permitted or suffered to work, including hours that the employer knows or reasonable
25 should know that employees have worked.

26 84. Plaintiff and the **UCL Class** members re-alleges and incorporates the **FIRST** and
27 **SECOND** causes of action herein.

28 85. Plaintiff lost money or property as a result of the aforementioned unfair competition.

1 86. Defendants have or may have acquired money by means of unfair competition.

2 87. Plaintiff is informed and believes and thereupon alleges that by committing the
3 Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215,
4 216, 225, 226.6, 354, 408, 553, 1175, 1199 and 2802, which make it a misdemeanor to commit the
5 Labor Code violations alleged herein.

6 88. Defendants have committed criminal conduct through their policies and practices of,
7 *inter alia*, failing to comport with their affirmative obligations as an employer to reimburse them for
8 all expenses such as cellphone expenses and the purchase and maintenance of uniforms to be worn
9 at all times during work hours.

10 89. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
11 employees and entitled to the full protections of both the Labor Code and the applicable Wage
12 Order.

13 90. Defendants' unlawful conduct as alleged in this Complaint amounts to and
14 constitutes unfair competition within the meaning of Business and Professions Code section 17200
15 *et seq.* Business and Professions Code sections 17200 *et seq.* protects against unfair competition
16 and allows a person who has suffered an injury-in-fact and has lost money or property as a result of
17 an unfair, unlawful or fraudulent business practice to seek restitution on her own behalf and on
18 behalf of similarly situated persons in a class action proceeding.

19 91. As a result of Defendants' violations of the Labor Code during the applicable
20 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
21 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
22 conduct.

23 92. Plaintiff is informed and believes that other similarly situated persons have been
24 subject to the same unlawful policies or practices of Defendants.

25 93. Due to the unfair and unlawful business practices in violation of the Labor Code,
26 Defendants have gained a competitive advantage over other comparable companies doing business
27 in the State of California that comply with their legal obligations.

28 94. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive

1 for “any unlawful, unfair or fraudulent business act or practice,” including if a practice or act
2 violates or is considered unlawful under any other state or federal law.

3 95. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
4 request the issuance of temporary, preliminary and permanent injunctive relief enjoining
5 Defendants, and each of them, and their agents and employees, from further violations of the Labor
6 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek
7 an order permanently enjoining Defendants, and each of them, and their respective agents and
8 employees, from further violations of the Labor Code and applicable Industrial Welfare
9 Commission Wage Orders.

10 96. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
11 herself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
12 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
13 and unfair business practices.

14 97. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
15 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
16 reasonable attorneys’ fees in connection with their unfair competition claims.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general
19 public, prays for relief and judgment against Defendants as follows:

- 20 (1) An order that the action be certified as a class action;
21 (2) An order that Plaintiff be appointed class representative;
22 (3) An order that counsel for Plaintiff be appointed class counsel;
23 (4) Unpaid wages;
24 (5) Actual damages;
25 (6) Liquidated damages;
26 (7) Restitution;
27 (8) Declaratory relief;
28 (9) Pre-judgment interest;

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- (10) Statutory penalties;
- (11) Costs of suit;
- (12) Reasonable attorneys' fees; and
- (13) Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

DATED: January 28, 2019

SETAREH LAW GROUP



SHAUN SETAREH
Attorneys for Plaintiff
MARIAH D. THOMAS