	Case 3:23-cv-05602-VC Document	47 Filed 03/11/24 Page 1 of 17				
1 2 3 4 5 6 7 8		ATES DISTRICT COURT RICT OF CALIFORNIA				
9 10	ROBERT PETERS, individually and on	Case No: 3:23-cv-05602				
11	behalf of all those similarly situated,	INDIVIDUAL AND COLLECTIVE				
12	Plaintiff,	ACTION COMPLAINT FOR UNPAID				
13	v.	OVERTIME WAGES UNDER THE FAIR LABOR STANDARDS ACT				
14	GUARANTEED RATE, INC,	INDIVIDUAL AND CLASS ACTION				
15		COMPLAINT FOR VIOLATIONS OF CALIFORNIA LAW, INCLUDING:				
16	Defendant, And	 FAILURE TO PAY MINIMUM WAGES; FAILURE TO PAY OVERTIME 				
17	VICTOR CIARDELLI					
18	Defendant,					
19 20		WAGES;PAID REST PERIOD				
20	And	VIOLATIONS;FAILURE TO PAY FOR NON-				
22	NIKOLAOS ATHANASIOU	PRODUCTIVE TIME;				
23	Defendant.	FAILURE TO TIMELY PAY EARNED WAGES AFTER				
24		SEPARATION; • FAILURE TO PROVIDE				
25		ACCURATE ITEMIZED PAY				
26		STATEMENTS;VIOLATIONS OF THE UNFAIR				
27		COMPETITION LAW;				
28		1				
	Amended Complaint	1 T – CASE NO.: 3:23-CV-05602				

DEMAND FOR JURY TRIAL

AMENDED INDIVIDUAL, CLASS, AND COLLECTIVE ACTION COMPLAINT

Named Plaintiff Robert Peters (hereinafter "Named Plaintiff"), individually and on behalf of all those similarly situated, by and through his undersigned counsel, hereby complains as follows against Defendants Guaranteed Rate, Inc., Victor Ciardelli, and Nikolaos Athanasiou (hereinafter "Defendants").

INTRODUCTION

1. Named Plaintiff has initiated the instant action to redress Defendants' violations of the Fair Labor Standards Act ("FLSA"), the California Labor Code ("Labor Code"), the California Industrial Welfare Commission Wage Orders (IWC Wage Orders"), and the California Unfair Competition Law ("Unfair Competition Law"). Named Plaintiff asserts Defendants failed to pay Named Plaintiff and those similarly situated all minimum wages and overtime wages owed to them in violation of the FLSA. Named Plaintiff further asserts Defendants violated California law. Specifically, Named Plaintiff asserts Defendants failed to pay the minimum wage and overtime wages to him and those similarly situated the minimum wage, overtime wages, and wages for non-productive time. Named Plaintiff further asserts Defendants failed to provide him and those similarly situated required paid rest periods or premium wages for missed required paid rest periods. Named Plaintiff further asserts Defendants failed to timely pay him and those similarly situated all owed wages upon separation. Named Plaintiff further asserts Defendants failed to reimburse them and those similarly situated for expenses they incurred. Finally, Named Plaintiff asserts Defendants failed to provide accurate, itemized pay statements. As a result of Defendants' unlawful conduct, Named Plaintiff and those similarly situated have suffered damages as set forth herein.

JURISDICTION AND VENUE

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2. The foregoing paragraphs are incorporated herein as if set forth in their entirety.
 3. This Court may properly maintain personal jurisdiction over Defendants because
 Defendants' contacts with this state and this judicial district are sufficient for the exercise of
 jurisdiction over Defendants to comply with traditional notions of fair play and substantial
 justice.

4. The Court has original subject matter jurisdiction over this action pursuant to 28
U.S.C. § 1331 because the claims herein arise under laws of the United States, the FLSA. This
Court has supplemental jurisdiction over related state law claims because they arise out of the
same circumstance and are based upon a common nucleus of operative fact.

10 5. Venue is properly laid in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1)
11 and (b)(2), because a substantial part of the acts and/or omissions giving rise to the claims
12 occurred in this judicial district.

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PARTIES

6. The foregoing paragraphs are incorporated herein as if set forth in full.

157. Named Plaintiff Peters is an adult individual who worked for Defendants in16California.

17 8. Defendant Guaranteed Rate is a mortgage loan company that, at all times18 relevant, operated in California.

9. Defendant Victor Ciardelli is the owner, president, and chief executive officer of
 Defendant Guaranteed Rate, and at all times relevant herein, directed, aided, abetted, and/or
 assisted with creating and/or executing the policies and practices of Defendant Guaranteed
 Rate which resulted in Defendants failing to pay proper compensation pursuant to the FLSA,
 the California Labor Code, and the related Industrial Welfare Commission Orders.

24 10. Defendant Victor Ciardelli was involved in determining the compensation
25 systems of MLOs at all times relevant herein, including by participating in meetings with
26 senior level staff and attorneys.

27 11. Upon information and belief, at all times relevant herein, Defendant Victor
28 Ciardelli was a majority owner of Defendant Guaranteed Rate, Inc.

1 12. Defendant Victor Ciardelli had authority to negotiate and bind Defendant
 2 Guaranteed Rate on matters relating to compensation of its MLOs.

3 13. Defendant Victor Ciardelli had authority to terminate Named Plaintiff and Class
4 Plaintiffs.

5 14. Defendant Nikolaos Athanasiou is the chief operating officer of Defendant
6 Guaranteed Rate, and at all times relevant herein, directed, aided, abetted, and/or assisted with
7 creating and/or executing the policies and practices of Defendant Guaranteed Rate which
8 resulted in Defendants failing to pay proper compensation pursuant to the FLSA, the
9 California Labor Code, and the related Industrial Welfare Commission Orders.

10 15. Defendant Nikolaos Athanasiou was involved in determining the compensation
11 systems of MLOs at all times relevant herein, including by participating in meetings with staff
12 about MLO staffing levels.

13 16. Defendant Nikolaos Athanasiou had authority to negotiate and bind Defendant
14 Guaranteed Rate on matters relating to compensation of its MLOs.

15 17. Defendant Nikolaos Athanasiou had authority to terminate Named Plaintiff and16 Class Plaintiffs.

17 18. At all times relevant herein, Defendants acted by and through their agents,
18 servants, and employees, each of whom acted at all times relevant herein in the course and
19 scope of their employment with and for Defendants.

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FLSA COLLECTIVE ACTION ALLEGATIONS

21 19. In addition to bringing this action individually, Named Plaintiff brings this action for violations of the FLSA as a collective action pursuant to Section 16(b) of the FLSA, 29 22 U.S.C. § 216(b), on behalf of all individuals who worked in the United States for Defendants 23 24 as a mortgage loan officer and/or in other positions subject to Defendants' wage and hour policies described herein at any point during the period beginning three years preceding the 25 26 date the instant action was initiated through the present (hereinafter the members of this putative class are referred to as "Collective Plaintiffs"; individuals who have filed consents to 27 join are referred to as "Party Plaintiffs"). 28

20. Named Plaintiff's claims are typical of the claims of the Party Plaintiffs and 1 2 Collective Plaintiffs, because Named Plaintiff, like all Party Plaintiffs and Collective 3 Plaintiffs, were employees of Defendants within the last three years whom Defendants failed 4 to pay the minimum wage and overtime wages as required by the Fair Labor Standards Act ("FLSA"). 5

6 21. There are numerous similarly situated individuals whom Defendants failed to 7 pay the minimum wage and/or overtime wages in violation of the FLSA who would benefit 8 from the issuance of a Court Supervised Notice of the instant lawsuit and the opportunity to 9 join in the present lawsuit.

Similarly situated employees are known to Defendants, are readily identifiable 10 22. by Defendants, and can be located through Defendants' records. 11

12 23. Therefore, Named Plaintiff should be permitted to bring this action as a collective 13 action individually and on behalf of those employees similarly situated, pursuant to the "optin" provisions of the FLSA, 29 U.S.C. § 216(b). 14

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CLASS ACTION ALLEGATIONS

(California Law)

17 24. The foregoing paragraphs are incorporated herein as if set forth in their entirety. 18 25. Named Plaintiff brings claims asserting violations of the Labor Code, IWC Wage 19 Orders, and the Unfair Competition law as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of all individuals who worked in California for Defendants 2021 as a mortgage loan officer and/or in other positions subject to Defendants' wage and hour 22 policies described herein at any point during the period beginning four years preceding the date the instant action was initiated through the present (the members of this putative class are 23 24 referred to as "Class Plaintiffs").

25 The class is so numerous that the joinder of all class members is impracticable. 26. 26 Named Plaintiff does not know the exact size of the class, as such information is in the 27 exclusive control of Defendants; however, on information and belief, the number of potential class members is estimated to be more than forty (40) employees. 28

27. Named Plaintiff's claims are typical of the claims of the putative class members,
 because Named Plaintiff, like all Class Plaintiffs, was subject to the same wage policies and
 practices of Defendants described herein.

28. Named Plaintiff will fairly and adequately protect the interests of the putative
class, because Named Plaintiff's interests are coincident with, and not antagonistic to, those
of the class. Named Plaintiff has retained counsel with substantial experience in the
prosecution of class claims involving employee wage disputes.

8 29. Defendants have acted and refused to act on grounds that apply generally to the
9 class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting
10 the class as a whole insofar as Defendants have applied consistent unlawful wage policies to
11 the entire class and have refused to end these policies.

30. No difficulties are likely to be encountered in the management of this class action
that would preclude its maintenance as a class action. The class will be easily identifiable
from Defendants' records.

31. A class action is superior to other available methods for the fair and efficient
adjudication of this controversy. Such treatment will allow all similarly situated individuals
to prosecute their common claims in a single forum simultaneously. Prosecution of separate
actions by individual members of the putative class would create the risk of inconsistent or
varying adjudications with respect to individual members of the class that would establish
incompatible standards of conduct for Defendants.

32. Questions of law and fact that are common to the members of the class
predominate over questions that affect only individual members of the class. Among the
questions of law and fact that are common to the class are:

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a. Whether Defendants' policy regarding the timing of its payment of final earned commissions to Named Plaintiff and Class Plaintiffs after their separation from employment violate California law regarding the prompt payment of final wages.

b. Whether Named Plaintiff and Class Plaintiffs were non-exempt and
entitled to minimum wages and overtime.

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c. Whether Named Plaintiff and Class Plaintiffs were entitled to paid rest periods and at what rate should premium wages have been paid for missed paid rest periods.

d. Whether Defendants created and enforced the wage and hour policies at issue under the good faith belief that such policies did not violate California law.

FACTUAL BACKGROUND

33. The foregoing paragraphs are incorporated herein as if set forth in full.

8 34. Defendant Guaranteed Rate is in the business of selling residential property (*i.e.*,
9 homes) mortgage loans throughout the United States, including California.

35. At all times relevant, Defendants employed mortgage loan officers ("MLOs") in
branches throughout the United States, including California, to sell residential mortgage loans
to customers.

13 36. From in or around January 2017 to on or around December 1, 2020, Defendants
14 employed Named Plaintiff Peters as an MLO in California.

15 37. As an MLO, Named Plaintiff Peters sold loans to customers for properties
16 located throughout California, including within the geographic boundaries of this Court.

17 38. Named Plaintiff Peters worked the vast majority of his time at a Guaranteed Rate18 office, his home office, or similar fixed locations.

19 39. Named Plaintiff Peters used the phone and internet to sell and consummate these20 loans.

40. Defendants employed/employ Party, Collective, and Class Plaintiffs as MLOs or
in other similar positions.

23 41. Defendants paid/pay Named Plaintiff, Party Plaintiffs, and Collective and Class
24 Plaintiffs on a commission-only basis.

42. Accordingly, if an MLO did/does not sell, Defendants did/do not pay them any
wages for the work they performed/perform.

43. Named Plaintiff, Party Plaintiffs, and Collective and Class Plaintiffs regularly
worked/work more than 40 hours in a workweek.

44. Named Plaintiff, Party Plaintiffs, and Class Plaintiffs regularly worked/work 2 more than 8 hours in a day and often more than 12 hours in a day.

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Defendants did not pay Named Plaintiff, Party Plaintiffs, and Collective and 45. Class Plaintiffs any additional wages for working more than 40 hours in a workweek, or 8 4 5 hours in a day, or 12 hours in a day.

Named Plaintiff, Party Plaintiffs, and Class Plaintiffs regularly worked/work at 6 46. 7 least 3.5 hours during workdays.

8 Defendants did/do not provide uninterrupted, paid rest periods of at least 10 47. 9 uninterrupted minutes to Named Plaintiff, Party Plaintiffs, and Class Plaintiffs on days during which they worked at least 3.5 hours. 10

11 48. Defendants further did/do not provide Named Plaintiff, Party Plaintiffs and Class Plaintiffs wages equal to one hour at their regular rate (hereinafter "premium wages") for each 12 13 workday during which they worked at least 3.5 hours and did not receive a 10-minute, uninterrupted, paid rest period. 14

15 49. Throughout their employment, Named Plaintiff, Party Plaintiffs and Class 16 Plaintiffs regularly performed tasks required by Defendants other than selling loans (hereinafter referred to as "non-productive work"), including but not limited to participating 17 18 in meetings, administrative work, and booting up a work computer.

19 50. Defendants further did/do not pay Named Plaintiff, Party Plaintiffs and Class 20Plaintiffs additional wages for time spent performing non-productive work.

21 51. Defendants further provided/provide Named Plaintiff, Party Plaintiffs and Class Plaintiffs with pay statements for each pay period that did/do not show: a) the total hours 22 worked; b) the number of piece rate units earned and the applicable rate; c) the applicable 23 24 hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, d) the total number of non-productive work hours and the hourly rate earned for 25 26 time spent performing non-productive work, and e) the number of paid rest periods not 27 provided and the premium wages owed for same.

52. Defendants further did not pay Named Plaintiff, Party Plaintiffs and Class
 Plaintiffs who have separated from Defendants all earned commissions: a) within 72 hours if
 they resigned without notice, or b) immediately if they provided notice or Defendants
 discharged them.

5 53. Instead, Defendants paid Named Plaintiff, Party Plaintiffs and Class Plaintiffs
6 their final earned commissions according to the same schedule for the payment of
7 commissions that was in effect during their employment at the earliest or later.

8 54. Furthermore, pursuant to the Compensation Agreements signed with Named
9 Plaintiff, Party Plaintiffs and Class Plaintiffs, Defendants deducted from the wages they paid
10 Named Plaintiff and Class Plaintiffs the cost of business expenses.

11 55. The aforementioned conduct has caused Named Plaintiff, Collective Plaintiffs,
12 and Class Plaintiffs to suffer damages.

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<u>Violations of the Fair Labor Standards Act ("FLSA")</u> (Failure to Pay Overtime Wages) (Party Plaintiffs and Collective Plaintiffs v. Defendants)

COUNT I

56. The foregoing paragraphs are incorporated herein as if set forth in full.

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 57. At all times relevant herein, Defendant Guaranteed Rate was/is an employer within the meaning of the FLSA.

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 58. At all times relevant herein, Defendant Guaranteed Rate was/is responsible for
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59. At all times relevant herein, Named Plaintiff, Party Plaintiffs and Collective Plaintiffs were/are employed with Defendant Guaranteed Rate as "employees" within the meaning of the FLSA.

60. At all times relevant herein, Defendant Ciardelli directly and indirectly, directed, aided, abetted, and/or assisted with creating and/or executing the policies and practices which violated the FLSA.

At all times relevant herein, Defendant Athanasiou directly and indirectly,
 directed, aided, abetted, and/or assisted with creating and/or executing the policies and
 practices which violated the FLSA.

4 62. Under the FLSA, an employer must pay an employee at least one and one-half
5 times their regular rate for each hour worked more than 40 hours in a workweek.

6 63. Defendants' violations of the FLSA include, but are not limited to, not paying
7 Named Plaintiff, Party Plaintiffs and Collective Plaintiffs all overtime wages earned for hours
8 worked more than 40 hours in a workweek.

9 64. Defendants' conduct in failing to pay Named Plaintiff, Party Plaintiffs and
10 Collective Plaintiffs properly was and is willful and was not based upon any reasonable
11 interpretation of the law.

12 65. As a result of Defendants' unlawful conduct, Named Plaintiff, Party Plaintiffs13 and Collective Plaintiffs have suffered injuries.

COUNT II

Violation of Labor Code and §4 of IWC Wage Order No. 4-2001

(Failure to Pay Minimum Wages)

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(Named Plaintiff, California Party Plaintiffs, and Class Plaintiffs v. Defendants)

66. The foregoing paragraphs are incorporated herein as if set forth in full.

19 67. At all times relevant herein, Defendant Guaranteed Rate was/is an employer20 within the meaning of the Labor Code and the IWC Wage Orders.

68. At all times relevant herein, Defendant Guaranteed Rate was/is responsible for
paying wages to Named Plaintiff and Class Plaintiffs.

69. At all times relevant herein, Named Plaintiff, California Party Plaintiffs, and
Class Plaintiffs were/are employed with Defendant Guaranteed Rate as "employees" within
the meaning of the Labor Code and the IWC Wage Orders.

26 70. At all times relevant herein, Defendant Ciardelli directly and indirectly, directed,
27 aided, abetted, and/or assisted with creating and/or executing the policies and practices which
28 violated the Labor Code and the IWC Wage Orders.

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71. At all times relevant herein, Defendant Athanasiou directly and indirectly,
 directed, aided, abetted, and/or assisted with creating and/or executing the policies and
 practices which violated the Labor Code and the IWC Wage Orders.

4 72. Under the Labor Code and the §4 of IWC Wage Order No. 4-2001, an employer
5 must pay an employee at least the minimum wage for time spent performing non-productive
6 work.

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73. Defendants violated the Labor Code and §4 of IWC Wage Order No. 4-2001 by
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9 74. Defendants' conduct in failing to pay Named Plaintiff, California Party
10 Plaintiffs, and Class Plaintiffs properly was and is willful and was not based upon any
11 reasonable interpretation of the law.

12 75. As a result of Defendants' unlawful conduct, Named Plaintiff, California Party
13 Plaintiffs, and Class Plaintiffs have suffered injuries.

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(Named Plaintiff, California Party Plaintiffs, and Class Plaintiffs v. Defendants)

COUNT III

Violations of the Labor Code and §12 of IWC Wage Order No. 4-2001

(Failure to Provide Paid Rest Periods)

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76. The foregoing paragraphs are incorporated herein as if set forth in full.

19 77. The Labor Code and §12 of IWC Wage Order No. 4-2001 require an employer
20 to provide an employee with uninterrupted, paid rest periods of at least 10 minutes during any
21 workday on which they work at least 3.5 hours.

78. The Labor Code and §12 of IWC Wage Order No. 4-2001 require an employer
to pay an employee 1 hour's worth of wages at their regular rate for each workday on which
they worked at least 3.5 hours but were not provided with an uninterrupted, paid rest period
of at least 10 minutes.

26 79. Defendants violated the Labor Code and §12 of IWC Wage Order No. 4-2001 by
27 neither providing uninterrupted, paid rest periods of at least 10 minutes to Named Plaintiff,
28 California Party Plaintiffs, and Class Plaintiffs when they worked at least 3.5 hours during a

1 workday nor paying them an additional 1 hour's worth of wages at their regular rate for each2 such missed paid rest period.

80. Defendants' conduct in failing to pay Named Plaintiff, California Party
Plaintiffs, and Class Plaintiffs properly was/is willful and was not based upon any reasonable
interpretation of the law.

6 81. As a result of Defendants' unlawful conduct, Named Plaintiff, California Party
7 Plaintiffs, and Class Plaintiffs have suffered injuries.

COUNT IV

Violations of the Labor Code

(Failure to Timely Pay All Earned Wages After Separation)

(Named Plaintiff, California Party Plaintiffs, and Class Plaintiffs v. Defendants)

82. The foregoing paragraphs are incorporated herein as if set forth in full.

13 83. The Labor Code requires an employer to pay an employee all earned wages14 promptly upon the employee's separation.

15 84. Defendants violated the Labor Code by failing to timely pay Named Plaintiff,
16 California Party Plaintiffs, and Class Plaintiff all earned wages, including commissions,
17 including minimum wages for time spent performing non-productive work, premium wages
18 for days on which Defendant did not provide a required paid rest period after their separation.
19 85. As a result of Defendants' conduct, Named Plaintiff, California Party Plaintiffs,

20 and Class Plaintiffs have suffered injuries.

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COUNT V

<u>Violations of the Labor Code and §7 of IWC Wage Order No. 4-2001</u> (Failure to Provide Accurate and Itemized Pay Statements and Keep Accurate Time and Pay Records) (Named Plaintiff, California Party Plaintiffs, and Class Plaintiffs v. Defendants)

86. The foregoing paragraphs are incorporated herein as if set forth in full.

87. The Labor Code and §7 of IWC Wage Order No. 4-2001 require an employer to
provide an employee with an accurate, itemized pay statement showing: a) the total hours

1 worked; b) the number of piece rate units earned and the applicable rate; c) the applicable
2 hourly rates in effect during the pay period and the corresponding number of hours worked at
3 each rate, d) the total number of non-productive work hours and the hourly rate earned for
4 time spent performing non-productive work, and e) the number of paid rest periods not
5 provided and the premium wages owed for same

6 88. The Labor Code and §7 of IWC Wage Order No. 4-2001 also require an
7 employer to maintain accurate records of the hours worked and wages earned by employees.

8 89. Defendants violated the Labor Code and §7 of IWC Wage Order No. 4-2001 by
9 failing to provide the required information on pay statements it issued to Named Plaintiff,
10 California Party Plaintiffs, and Class Plaintiffs.

90. Defendants further violated the Labor Code and §7 of IWC Wage Order No. 42001 by failing to maintain accurate records of the hours worked and wages earned by Named
Plaintiff, California Party Plaintiffs, and Class Plaintiffs.

14 91. As a result of the aforementioned conduct, Named Plaintiff, California Party
15 Plaintiffs, and Class Plaintiffs have suffered injuries.

COUNT VI

Violations of the Unfair Competition Law

(Named Plaintiff, California Party Plaintiffs, and Class Plaintiffs v. Defendants) The foregoing paragraphs are incorporated herein as if set forth in full.

92. The Unfair Competition Law prohibits any unlawful, unfair, or fraudulent business practices.

93. Defendants violated the Unfair Competition law by engaging in the unlawful conduct alleged herein, including but not limited to failing to pay the minimum wage, failing to timely pay earned wages after separation, failing to provide required paid rest periods, making unlawful deductions from wages for business expenses, and issuing wage statements containing false and/or misleading information about the amount of wages or compensation due Named Plaintiff, California Party Plaintiffs, and Class Plaintiffs.

94. Named Plaintiff, California Party Plaintiffs, and Class Plaintiffs lack an adequate remedy at law.

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1	95. Named Plaintiff, California Party Plaintiffs, Class Plaintiffs have been harmed,							
2	including by being unable to work for Defendant without being subject to legal violations.							
3	96. Named Plaintiff, California Party Plaintiffs, Class Plaintiffs have been harmed,							
4	including by being denied wages due under law as alleged herein.							
5	COUNT VII							
6	Violations of the Labor Code							
7	(Unlawful deduction of business expenses from wages)							
8	(Named Plaintiff, California Party Plaintiffs, and Class Plaintiffs v. Defendants)							
9	97. The foregoing paragraphs are incorporated herein as if set forth in full.							
10	98. Pursuant to California Labor Code § 2802, "an employer shall indemnify his or							
11	her employees for all necessary expenditures incurred by the employee in direct							
12	consequence of the discharge of his or her duties"							
13	99. Defendants reduced the wages of Named Plaintiff, California Party Plaintiffs,							
14	and Class Plaintiffs for business expenses, including but not limited to: marketing costs and							
15	rate locks, among other business expenses.							
16	100. The Labor Code prohibits employers from making deductions from employees'							
17	pay to defray ordinary business expenses.							
18	101. Defendants violated the Labor Code by deducting business expenses from the							
19	wages and compensation due Named Plaintiff, California Party Plaintiffs, and Class Plaintiffs.							
20	102. Named Plaintiff and Class Plaintiffs lost wages and other money due as a result							
21	of Defendants' conduct.							
22	WHEREFORE, Named Plaintiff, Party Plaintiffs, Collective Plaintiffs, and Class							
23	Plaintiffs pray that this Court enter an Order providing that:							
24	(1) Defendants are to compensate, reimburse, and make Named Plaintiff, Party							
25	Plaintiffs, Collective Plaintiffs, and Class Plaintiffs whole for any and all pay and benefits they							
26	would have received had it not been for Defendants' illegal actions, including but not limited							
27	to past lost earnings owed under the FLSA and/or the Labor Code and the IWC Wage Orders;							
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(2) Named Plaintiff, Party Plaintiffs, and Collective Plaintiffs are to be awarded
 2 liquidated damages under the FLSA in an amount equal to the actual damages in this case;

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(3) Defendants are to pay all applicable statutory penalties under the Labor Code;

4 (4) Defendants are to pay restitutionary disgorgement pursuant to the Unfair
5 Competition Law;

6 (5) Defendants are to immediately cease its unlawful employment practices in
7 failing to provide paid rest periods, deducting business expenses wages from their employees'
8 wages, failing to pay overtime due under law, failing to pay minimum wage due under law,
9 and failing to pay for non-productive time;

10 (6) Defendants are to pay prejudgment interest at the maximum legal rate to Named
11 Plaintiff and Class Plaintiffs;

12 (7) Defendants are to pay general, special, and consequential damages, to the extent13 allowed by law;

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(9) Named Plaintiff, Collective Plaintiffs, and Class Plaintiffs are to be awarded the
costs and expenses of this action and reasonable legal fees as provided by applicable federal
and state law.

(10) Named Plaintiff and Class Plaintiffs are to be awarded applicable liquidated
damages under the Labor Code;

20 (11) Defendants are to provide such other relief as the Court may deem just and 21 proper;

(12) Named Plaintiff's, Collective Plaintiffs', WHL Plaintiffs', WPL Plaintiffs', and
Common Law Plaintiffs' claims are to receive a trial by jury.

Respectfully Submitted,

/s/ Joshua S. Boyette Joshua S. Boyette, Esq. SWARTZ SWIDLER, LLC 201 Spear St., Ste. 1100

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