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12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN JOSE DIVISION**

15 Sharon Oliveira, individually and on  
16 behalf of herself and all others similarly  
situated,

17 Plaintiff,

18 vs.

19 Language Line Services, Inc., a Delaware  
20 corporation, and DOES 1 through 10,  
21 inclusive,

22 Defendants.  
23  
24  
25  
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) Case No. \_\_\_\_\_

)

) **COLLECTIVE AND CLASS**  
) **ACTION COMPLAINT**

)

) **CLASS ACTION**

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) **DEMAND FOR JURY TRIAL**

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1 Plaintiff Sharon Oliveira (“Plaintiff”), individually and on behalf of all other  
2 persons similarly situated, files this collective and class action complaint (“Complaint”)  
3 against defendant Language Line Services, Inc. (hereafter “LLS” or “Defendant”) and  
4 DOES 1 through 10 (collectively, “Defendants”) and alleges as follows:

5 **PRELIMINARY STATEMENT**

6 1. The Complaint is brought as a collective action and class action under the  
7 Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (the “FLSA”) and Fed. R. Civ. P. 23  
8 (“Rule 23”), respectively. The claims in the Complaint are brought under the following  
9 federal and state statutes: (1) the FLSA; (2) Ohio Minimum Fair Wage Standards Act  
10 (“OMWFSA”), O.R.C. 4111.01, *et seq.*; (3) California Labor Code §§ 201-203, 510, 512,  
11 1194, 1194.2, 2802, and applicable Industrial Welfare Commission Order (“Wage  
12 Order”); and (4) California Business & Profession § 17200, *et seq.* (the “UCL”). The  
13 claims are premised on LLS’s failure to pay Plaintiff and other similarly-situated  
14 employees (referred to herein as the “Collective Members” and “Class Members”) all  
15 earned minimum and overtime wages, failure to provide compliant meal-and-rest  
16 periods, failure to reimburse reasonable and necessary business expenses, and failure  
17 to pay all earned wages due upon separation.

18 2. Plaintiff, the Collective Members and the Class Members are current and  
19 former employees of LLS. Plaintiff brings this Complaint on behalf of herself and all  
20 similarly-situated current and former Interpreters (also referred to as the “Covered  
21 Positions”) of LLS.<sup>1</sup>

22 3. The Collective Members are all current and former Interpreters, or other  
23 similarly titled employees, who were employed by LLS starting three years before this  
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25 <sup>1</sup> For purposes of the Complaint, the term “Interpreters” is exclusively a job title used  
26 for the purpose of classifying the putative class of similarly situated individuals, is not  
27 necessarily the job title of Plaintiff and the putative class, and has no bearing or  
28 relation to any specialization, skill, education, training, or other qualification that  
might otherwise be associated with such a job title.

1 Complaint was filed, up to the present.

2 4. The Ohio Class Members are all current and former Interpreters, or other  
3 similarly titled employees, who were employed by LLS within the state of Ohio starting  
4 three years before this Complaint was filed, up to the present.

5 5. The California Class Members are all current and former Interpreters, or  
6 other similarly titled employees, who were employed by LLS within the state of  
7 California starting four years before this Complaint was filed, up to the present.

8 6. Under the FLSA and OMWFSa, employers must pay all non-exempt  
9 employees an overtime wage premium of pay one and one-half times their regular rates  
10 of pay for all time they spend working over 40 hours in a workweek. LLS failed to pay  
11 Plaintiff, the Collective Members and the Class Members one and one-half times their  
12 regular rate of pay for all time they spent working over 40 hours in a workweek.  
13 Plaintiff therefore brings this Complaint as a class action and collective action under  
14 Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b) for LLS's violation of federal and Ohio law as  
15 detailed further below.

16 7. Under the FLSA and OMWFSa "[r]est periods of short duration, running  
17 from 5 minutes to about 20 minutes. . . must be counted as hours worked." *See* 29 C.F.R.  
18 785.18; *see also Maui v. Petrochem Insulation, Inc.*, 5 F.4th 1068, 1074 (9th Cir. 2021).  
19 LLS violated the FLSA and OMWFSa by routinely failing to pay Plaintiff, the  
20 Collective Members and the Class Members for rest breaks shorter than 20 minutes.

21 8. The wage requirements of the FLSA and OMFWSa "will not be met where  
22 the employee 'kicks-back' directly or indirectly to the employer or to another person for  
23 the employer's benefit the whole or part of the wage delivered to the employee." *See* 29  
24 C.F.R. 531.35. "For example, if it is a requirement of the employer that the employee  
25 must provide tools of the trade which will be used in or are specifically required for the  
26 performance of the employer's particular work, there would be a violation of the Act in  
27 any workweek when the cost of such tools purchased by the employee cuts into the  
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1 minimum or overtime wages required to be paid him under the Act.” *Id.* LLS violated  
2 the FLSA and OMFWSA by requiring Plaintiff, the Collective Members and the Class  
3 Members to provide the internet service, internet equipment and replacement  
4 computer equipment necessary to complete their Interpreter job duties for LLS while  
5 failing to reimburse Plaintiff, the Collective Members and the Class Members for the  
6 costs of the same.

7 9. Under California law and the applicable Wage Order, Defendants were  
8 required to pay Plaintiff and California Class Members an hourly wage for each and  
9 every hour worked. *See* Cal. Lab. Code §§ 200, 204, 1194, and 1198. During the  
10 California Class Period (as defined below), Plaintiff and California Class Members  
11 regularly and consistently worked before and after their shifts, including meal periods,  
12 for which they were not paid an hourly wage in violation of California Law.

13 10. Under California law and the applicable Wage Order, “[a]ny work in  
14 excess of [8] hours in one workday and any work in excess of 40 hours in any one  
15 workweek and the first [8] hours worked on the seventh day of work in any one  
16 workweek shall be compensated at the rate of no less than one and one-half times the  
17 regular rate of pay for an employee.” *See* Cal. Lab. Code § 510(a). Further, “[a]ny work  
18 in excess of 12 hours in one day shall be compensated at the rate of no less than twice  
19 the regular rate of pay for an employee. In addition, any work in excess of eight hours  
20 on any seventh day of a workweek shall be compensated at the rate of no less than  
21 twice the regular rate of pay of an employee.” *Id.* During the California Class Period,  
22 Plaintiff and California Class Members regularly and consistently worked more than  
23 8 hours in a day and more than 40 hours in a week for which they were not paid one  
24 and one-half times or double their regular of pay.

25 11. Under California law and the applicable Wage Order, Defendants were  
26 required to provide Plaintiff and California Class Members compliant meal periods.  
27 *See* Cal. Lab. Code §§ 226.6, 512; *see also* Wage Order 4 § 11. California law also  
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1 requires Defendants to pay Plaintiff and California Class Members premium wages (at  
2 their regular rate of pay) when Defendants failed to provide Plaintiff and California  
3 Class Members compliant meal periods. Defendants violated California law by failing  
4 to provide Plaintiff and California Class Members off-duty, uninterrupted 30-minute  
5 meal breaks, free from employer control, for every 5 hours worked. Plaintiff and  
6 California Class Members regularly and consistently worked over 5 and 10 hours a day  
7 and were unable to take a first meal period or second meal period when they worked  
8 more than 10 hours in a day. On other occasions, Plaintiff and California Class  
9 Members' meal periods were cut short of 30 minutes, interrupted, or taken late. On  
10 other occasions, Plaintiff and California Class Members worked through their meal  
11 periods, but were neither paid an hourly wage for the time worked (as alleged above),  
12 nor were they paid a premium wage.

13       12. Under California law and the applicable Wage Order, Defendants were  
14 required to provide Plaintiff and California Class Members compliant rest periods of at  
15 least 10 minutes, free from employer control, for every 4 hours worked or major fraction  
16 thereof. *See* Cal. Lab. Code § 226.7; *see also* Wage Order 4 § 12. Defendants violated  
17 California by not providing Plaintiff and California Class Members with 10 minute rest  
18 periods for every four hours worked or major fraction thereof. Plaintiff and California  
19 Class Members' rest breaks were regularly and consistently interrupted, less than 10  
20 minutes, and/or not duty free. Plaintiff and California Class Members were not paid a  
21 premium wage (at their regular rate of pay) for these rest-period violations.

22       13. Under California law, Defendants are required to adequately indemnify  
23 Plaintiff and California Class Members for employment-related business expenses. *See*  
24 Cal. Lab. Code § 2802. As alleged above, Plaintiff and California Class Members were  
25 required to provide internet services, internet equipment and replacement computer  
26 equipment necessary to complete their Interpreter job duties for LLS. Defendants  
27 failed to reimburse Plaintiff and the California Class Members for these business  
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1 expenses.

2 14. Under California law, Defendants are required to pay Plaintiff and  
3 California Class Members their final wages immediately upon termination, or within  
4 72 hours of voluntarily leaving employment. *See* Cal. Lab. Code §§ 201-203. As alleged  
5 above, Plaintiff and California Class Members worked hours for which they were not  
6 properly paid and therefore not paid all wages due upon separation. Accordingly,  
7 Plaintiff and California Class Members, who are former employees, are entitled to  
8 waiting-time penalties. *Id.*

9 15. Under California law, Defendants violations of the aforementioned  
10 California Labor Codes constitutes a violation of the UCL.

11 **JURISDICTION AND VENUE**

12 16. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 29  
13 U.S.C. § 201, *et seq.*, because this civil action arises under the laws of the United States.

14 17. Venue is proper in this district under 28 U.S.C. § 1391(b)(ii) because acts  
15 giving rise to the claims of Plaintiff, Collective Members and Class Members occurred  
16 within this district.

17 18. From approximately November 21, 2018 through approximately May 31,  
18 2019, Plaintiff was a resident of San Luis Obispo County, California and performed  
19 work for LLS within the state of California.

20 19. LLS is headquartered at 1 Lower Ragsdale Drive, Building 2, Monterey,  
21 California 93940.

22 20. LLS regularly conducts business in and has engaged in the wrongful  
23 conduct alleged herein—and thus is subject to personal jurisdiction—in this judicial  
24 district.

25 21. Plaintiff, the Collective Members, and the Class Members in their work  
26 for LLS were employed by an enterprise engaged in commerce with annual gross sales  
27 of at least \$500,000.

1 **DIVISIONAL ASSIGNMENT**

2 22. The San Jose Division is the appropriate division for this case, pursuant  
3 to Civil L.R. 3-2(c), because a substantial part of the events or omissions giving rise to  
4 the claims alleged in this Complaint occurred in the county of Monterey and LLS is  
5 headquartered in the City of Monterey, California.

6 **PARTIES**

7 23. At all times material to the matters alleged in this Complaint, Plaintiff is  
8 a former employee of LLS.

9 24. Plaintiff was a full-time employee of LLS, who worked as an Interpreter  
10 within the state of California from approximately November 21, 2018 through  
11 approximately May 31, 2019, and who worked for LLS as an Interpreter within the  
12 state of Ohio from approximately June 1, 2019 through approximately November 30,  
13 2020.

14 25. The Collective Members are all current and former Interpreters who  
15 worked for LLS in the United States at any point in the three years preceding the filing  
16 of this Complaint to the present (the “FLSA Collective Period”).

17 26. The Ohio Class Members are all current and former Interpreters who  
18 worked for LLS in the state of Ohio at any point in the three years preceding the filing  
19 of this Complaint to the present (the “Ohio Class Period”).

20 27. The California Class Members are all current and former Interpreters  
21 who worked for LLS in the state of California at any point in the four years preceding  
22 the filing of this Complaint to the present (the “California Class Period”).

23 28. The Collective and Class Members are non-exempt employees under the  
24 FLSA, OMFWSA and California law and therefore entitled to minimum wage,  
25 overtime, compliant meal-and-rest periods, and reimbursement of reasonable and  
26 necessary business expenses.

27 29. At all material times, LLS does business as Language Line Solutions.  
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1           30. At all material times, Language Line Services, Inc. is a Delaware  
2 corporation duly licensed to transact business in the states of Ohio and California, and  
3 is headquartered in Monterey, California.

4           31. Under the FLSA, OMFWSA and California law, LLS is an employer. At  
5 all relevant times, LLS had the authority to hire and fire employees, supervised and  
6 controlled the work schedules or the conditions of employment, determined the rate  
7 and method of payment, and maintained employment records in connection with  
8 Plaintiff's employment with LLS. As a person who acted in the interest of LLS in  
9 relation to the company's employees, it is subject to liability under the FLSA, OMFWSA  
10 and California law.

11           32. At all material times, Plaintiff, the Collective Members and Class  
12 Members were employees of LLS as defined by the FLSA, 29 U.S.C. § 203(e)(1),  
13 OMFWSA and California law.

14           33. At all material times, Plaintiff, the Collective Members and Class  
15 Members were non-exempt employees under 29 U.S.C. § 213(a)(1), OMFWSA and  
16 California law.

17           34. Plaintiff has given her written consent to be a named party in this action  
18 under 29 U.S.C. § 216(b), a true and accurate copy of which is attached to this  
19 Complaint as "**Exhibit A.**"

20           35. The true names and capacities, whether individual, corporate, associate,  
21 representative, alter ego or otherwise, of defendants named in this action as DOES 1  
22 through 10 inclusive are presently unknown to Plaintiff, who therefore sues such  
23 defendants by such fictitious names. Plaintiff will seek to amend this Complaint to  
24 allege the true names and capacities of DOES 1 through 10 when the same have been  
25 ascertained. Plaintiff is informed and believes, and based thereon alleges, that DOES  
26 1 through 10 were and/or are, in some manner or way, responsible for and liable to  
27 Plaintiff and the Collective and Class Members for the events, happenings, and  
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1 damages set forth below.

2 36. Plaintiff is informed and believes, and based thereon alleges, that at all  
3 relevant times mentioned herein, Defendants acted as agents, employees, supervisors,  
4 partners, conspirators, servants and/or joint venturers of each other, and in doing the  
5 acts hereafter alleged, were acting within the course, scope, and authority of such  
6 agency, employment, partnership, conspiracy, enterprise and/or joint venture, and with  
7 the express and/or implied permission, knowledge, consent, authorization and  
8 ratification of their co-defendants

9 **FACTUAL ALLEGATIONS**

10 37. LLS provides remote translation and interpretation services to its clients  
11 worldwide.<sup>2</sup>

12 38. The Collective Members are all current and former Interpreters who  
13 worked for LLS nationwide during the FLSA Collective Period. The Collective Members  
14 are non-exempt from the FLSA's overtime requirements.

15 39. The Ohio Class Members are all current and former Interpreters who  
16 worked for LLS in Ohio during the Ohio Class Period. The Ohio Class Members are  
17 non-exempt from the OMFWSA's overtime requirements.

18 40. The California Class Members are all current and former Interpreters  
19 who worked for LLS in California during the California Class Period. The California  
20 Class members are non-exempt employees and therefore entitled to an hourly wage for  
21 each and every hour worked, overtime, compliant meal-and-rest periods, and  
22 reimbursement for all reasonable and necessary business expenses incurred.

23 41. Plaintiff worked for LLS as an Interpreter, providing two-way language  
24 interpretation for its clients. At all relative times, Plaintiff worked remotely from her  
25 residence in San Luis Obispo County, California and then from her residence in  
26

27 <sup>2</sup> See <https://www.languageline.com/s/WhoWeAre> (last visited Jan. 25, 2022).

1 Franklin County, Ohio. The Collective and Class Members similarly work remotely  
2 using LLS’s propriety technology, hardware, and software.

3 42. At all relevant times, Plaintiff was compensated on an hourly basis at a  
4 rate of approximately \$16.50.

5 43. At all relevant times, Plaintiff worked 50 hours or more per week.

6 44. During every workweek, Plaintiff, the Collective Members and Class  
7 Members were paid on an hourly basis.

8 45. Plaintiff, the Collective Members, and the Class Members performed their  
9 duties, work and provided their interpretation services for LLS remotely. As part of  
10 this design, LLS issues Plaintiff, the Collective Members and the Class Members  
11 computer, audio and video equipment for use in Plaintiff’s, the Collective Members’ and  
12 the Class Members’ homes. This LLS equipment contains LLS’s proprietary software  
13 programs which Plaintiff, the Collective Members and the Class Members must log on  
14 to perform their job functions for LLS.

15 46. At all relative times, Plaintiff, the Collective Members, and the Class  
16 Members have been subject to LLS’s policy of requiring Plaintiff, the Collective  
17 Members and the Class Members to spend time working before clocking in at the  
18 beginning of their shifts and after clocking out at the end of their shifts.

19 47. Specifically, Plaintiff, the Collective Members, and the Class Members  
20 must set up the required equipment and perform quality checks before “clocking in.”  
21 In addition, Plaintiff, the Collective Members and the Class Members are required to  
22 spend time booting up and logging into their computers before clocking in for their  
23 shifts. As a result, Plaintiff, the Collective Members and the Class Members were being  
24 required to perform pre-shift work for which they were not being compensated.  
25 Moreover, Plaintiff, the Collective Members and the Class Members are required to  
26 clock out at the end of their shift before logging off, shutting down their computers and  
27 cleaning equipment issued by LLS. As a result, Plaintiff, the Collective Members and  
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1 the Class Members were being required to perform post-shift work for which they were  
2 not being compensated.

3 48. As a result of the pre- and post-shift work, Plaintiff, the Collective  
4 Members and the Class Members typically spend at least 15 minutes or more each shift  
5 that goes completely uncompensated, whether at a regular rate of pay or an overtime  
6 rate of pay. In all instances, LLS’s failure to compensate Plaintiff, the Collective  
7 Members and the Class Members for such time violates the minimum wage provisions  
8 of the FLSA, OMFWSA and California law. In all instances wherein Plaintiff, the  
9 Collective Members and the Class Members work over 40 hours in a workweek, LLS’s  
10 failure to compensate Plaintiff, the Collective Members and the Class Members for  
11 such time violates the overtime provisions of the FLSA, OMFWSA and California law.  
12 In all instances wherein Plaintiff and California Class Members worked more than 8  
13 hours in, but not over 40 hours in a workweek, LLS’s failure to compensate Plaintiff  
14 and the California Class Members for such time violates the overtime provisions of  
15 California law.

16 49. Plaintiff, the Collective Members and the Class Members are only  
17 “clocked-in” and compensated when they are logged into LLS’s proprietary software  
18 system. Anytime that Plaintiff, the Collective Members and the Class Members need  
19 to take a rest or meal break, they must log out of LLS’s proprietary software system.  
20 As a result, Plaintiff, the Collective members and the Class Members are not paid for  
21 rest breaks of 20 minutes or less.

22 50. LLS’s failure to pay Plaintiff, the Collective Members and the Class  
23 Members for rest breaks of 20 minutes or less violates the minimum wage provisions  
24 of the FLSA, OMFWSA and California law in all instances. In all instances wherein  
25 Plaintiff, the Collective Members and the Class Members worked over 40 hours in a  
26 workweek, LLS’s failure to compensate Plaintiff, the Collective Members and the Class  
27 Members for any break of 20 minutes or less violates the overtime provisions of the  
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1 FLSA, OMFWSA and California law. In all instances wherein Plaintiff and California  
2 Class Members worked more than 8 hours in, but not over 40 hours in a workweek,  
3 LLS’s failure to compensate Plaintiff and the California Class Members for any break  
4 of 20 minutes or less violates the overtime provisions of California law.

5 51. LLS employed Plaintiff and California Class Members for work periods of  
6 more than 5 and 10 hours a day, entitling them to first and second meal periods of at  
7 least 30 minutes each. LLS, however, failed to provide Plaintiff and California Class  
8 Members duty-free meal periods of at least 30 minutes for every five hours worked. As  
9 a result, Plaintiff and California Class Members missed their meal periods, worked  
10 through the meal periods, the meal periods were interrupted, or were taken late. By  
11 failing to provide Plaintiff and California Class Members with 30-minute, off duty,  
12 compliant meal breaks for every five hours worked, LLS owes Plaintiff and California  
13 Class Members premium wages (at their regular rate of pay) for these meal period  
14 violations.

15 52. LLS employed Plaintiff and California Class Members for work periods of  
16 four hours or more without rest periods of at least 10 minutes of rest time for every  
17 four hours worked, or major fraction thereof. In addition, the rest breaks were regularly  
18 interrupted, less than 10 minutes, and/or on duty. By failing to provide Plaintiff and  
19 California Class Members with 10-minute, off duty, compliant rest breaks for every  
20 four hours worked or major fraction thereof, LLS owes Plaintiff and California Class  
21 Members premium wages (at their regular rate of pay) for these rest period violations.

22 53. LLS requires Plaintiff, the Collective Members and the Class Members to  
23 supply their own highspeed internet, routers, modems and replacement computer  
24 equipment which are necessary for the Plaintiff, the Collective Members and the Class  
25 Members to perform their job duties for LLS. However, LLS fails to reimburse Plaintiff,  
26 the Collective Members and the Class Members for these business expenses required  
27 by LLS. As a result, LLS has violated the FLSA, OMFWSA, and California law.

1 54. LLS failed to pay Plaintiff and California Class Members all wages due to  
2 them immediately upon termination, or within 72 hours of voluntarily leaving  
3 employment.

4 55. As alleged herein, LLS's violations of the FLSA, OMFWSA and  
5 California's labor laws constitute an unfair, fraudulent or unlawful business practice  
6 under the UCL.

7 **COLLECTIVE ACTION ALLEGATIONS**

8 56. Plaintiff and the Collective Members reallege and incorporate by  
9 reference all allegations in all preceding paragraphs.

10 57. Plaintiff brings this action under 29 U.S.C. § 216(b) on her own behalf,  
11 and as a representative on behalf of individuals similarly situated, who are current or  
12 former Interpreters employed by LLS.

13 58. LLS subjected all its Interpreters, including Plaintiff and the Collective  
14 Members, to its policy and practice of not paying them minimum wage or overtime for  
15 all time spent setting up equipment; booting up computers and launching LLS  
16 software; logging out of LLS software; shutting down computers; taking down audio  
17 and video equipment; and cleaning and maintaining equipment in violation of 29  
18 U.S.C. §§ 206 and 207.

19 59. LLS subjected all its Interpreters, including Plaintiff and the Collective  
20 Members, to its policy of failing to pay Plaintiff and the Collective Members for all  
21 breaks of 20 minutes or less in violation of 29 U.S.C §§ 206 and 207.

22 60. LLS subjected all its Interpreters, including Plaintiff and the Collective  
23 Members, to its policy of requiring Plaintiff and the Collective Members to provide  
24 highspeed internet service, equipment and replacement computer equipment without  
25 reimbursing Plaintiff and the Collective Members for same.

26 61. Plaintiff's claims stated in this Complaint are essentially the same as  
27 those of the Collective Members. This action is properly maintained as a collective  
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1 action because in all pertinent aspects the employment relationship of individuals  
2 similarly situated to Plaintiff is identical or substantially similar.

3 62. The Collective Members perform or have performed the same or similar  
4 work as Plaintiff.

5 63. LLS’s failure to pay minimum wage and overtime compensation required  
6 by the FLSA results from generally applicable policies or practices, and does not depend  
7 on the personal circumstances of Plaintiff or the Collective Members.

8 64. Although the exact amount of damages may vary among the Collective  
9 Members, the damages for the Collective Members can be easily calculated by a simple  
10 formula. The claims of all Collective Members arise from a common nucleus of facts.  
11 Liability is based on a systematic course of wrongful conduct by LLS that caused harm  
12 to the Collective Members.

13 65. As such, Plaintiff brings her FLSA minimum wage and overtime claims  
14 as a collective action on behalf of the following FLSA class:

15 **All of LLS’s current and former Interpreters and**  
16 **those with similar job duties, but different titles, who**  
17 **worked for LLS during the FLSA Collective Period.**

18 66. LLS’s unlawful conduct, as described herein, is pursuant to LLS’s  
19 corporate policy or practice of minimizing labor costs by refusing and/or failing to  
20 properly compensate its employees according to the FLSA.

21 67. LLS is aware or should have known federal law prohibited it from not  
22 paying Plaintiff and the Collective Members all minimum wage and overtime as  
23 detailed herein.

24 68. LLS’s unlawful conduct has been widespread, repeated, and consistent.

25 69. This action is properly brought and maintained as an opt-in collective  
26 action under 29 U.S.C. § 216(b).

27 70. Upon information and belief, the individuals similarly situated to Plaintiff  
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1 includes hundreds, and possibly thousands, of Interpreters currently and/or formerly  
2 employed by LLS. Plaintiff cannot state the precise number of similarly-situated  
3 employees because that information is solely in LLS's possession, custody, or control,  
4 but it can be readily ascertained from its employment records.

5 71. Notice can be provided to the Collective Members by First Class Mail to  
6 the last address known to LLS, via email at the last known email address known to  
7 LLS, and by text message to the last known telephone number known to LLS.

8 **RULE 23 CLASS DEFINITIONS AND ALLEGATIONS**

9 72. Plaintiff realleges and incorporates by reference all allegations in all  
10 preceding paragraphs.

11 73. **Ohio Rule 23 Class.** Plaintiff brings Claims for Relief for violation of  
12 Ohio wage-and-hour laws as a class action under Rule 23(a), (b)(2), and (b)(3). Plaintiff  
13 brings these claims on behalf of herself and all members of the following Ohio Rule 23  
14 Class:

15 **All of LLS's current and former Interpreters and**  
16 **those with similar job duties, but different titles,**  
17 **who worked for LLS within Ohio during the Ohio**  
18 **Class Period.**

19 74. **California Rule 23 Class.** Plaintiff brings Claims for Relief in violation  
20 of California wage-and-hour laws as a class action under Rule 23(a), (b)(2) and (b)(3).  
21 Plaintiff brings these claims on behalf of herself and all members of the following  
22 California Rule 23 Class:

23 **All of LLS's current and former Interpreters and those**  
24 **with similar job duties, but different titles, who worked**  
25 **for LLS within California during the California Class**  
26 **Period.**

27 75. In the alternative, and for the convenience of this Court and the parties,  
28 Plaintiff may seek to certify subclasses at the time the motion for class certification is  
filed.

1           76.    **Numerosity (Rule 23(a)(1)).** The Class Members are so numerous that  
2 joinder of all members is impracticable. Plaintiff is informed and believes that LLS  
3 employed greater than 100 people who satisfy the definition of the Class Members.

4           77.    **Existence of Common Questions of Law and Fact (Rule 23(a)(2)).**  
5 Common questions of law and fact exist as to Plaintiff and the Class Members  
6 including, but not limited to, the following:

- 7           a. whether LLS unlawfully failed to pay the Ohio Class Members all  
8           minimum and overtime wages in violation of the OMFWSA;
- 9           b. whether LLS violated California law by failing to pay California Class  
10           Members at the least the minimum wage for all hours worked;
- 11           c. whether LLS violated California law by failing to pay California Class  
12           Members overtime compensation for all overtime hours worked;
- 13           d. whether LLS violated California law by failing to provide California  
14           Class Members first and second meal periods of at least 30-minutes  
15           when the shifts exceeded 5 and 10 hours of work, and not  
16           compensating employees with one hour of pay at the employees'  
17           regular rate of compensation for each workday that meal periods were  
18           not provided;
- 19           e. whether LLS violated California law by failing to provide California  
20           Class Members daily rest periods of 10 minutes per 4 hours or major  
21           fraction thereof worked when the shift exceeded three-and-a half hours  
22           and by failing to compensate employees one hour's wages in lieu of rest  
23           periods;
- 24           f. whether LLS violated California law by failing to reimburse California  
25           Class Members all reasonable and necessary business expenses  
26           incurred;
- 27           g. whether LLS violated California law by failing to timely pay California  
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1 Class Members all earned wages and final paychecks due at the time  
2 of separation of employment;

3 h. whether LLS’s practices constitute an unfair, fraudulent, or unlawful  
4 business practice under the UCL;

5 i. whether LLS unlawfully failed to keep and maintain accurate and true  
6 records of the hours worked by the Class Members as required by  
7 applicable law; and

8 j. The damages sustained and the proper measure of restitution  
9 recoverable by the Class Members.

10 78. **Typicality (Rule 23(a)(3)).** Plaintiff’s claims are typical of the Class  
11 Members’ claims. Plaintiff, like the Class Members, was subjected to LLS’s illegal  
12 scheme to maximize profits by depriving its employees of minimum wage and overtime  
13 compensation, compliant meal-and-rest periods, and shifting the cost of business  
14 expenses from itself to the Class Members.

15 79. **Adequacy (Rule 23(a)(4)).** Plaintiff will fairly and adequately represent  
16 and protect the interests of the Class Members. Plaintiff has retained counsel  
17 competent and experienced in complex class actions, the FLSA, and state labor and  
18 employment litigation.

19 80. **Injunctive and Declaratory Relief (Rule 23(b)(2)).** Class certification  
20 of the Rule 23 claims is appropriate under Rule 23(b)(2) because LLS acted or refused  
21 to act on grounds generally applicable to the Class Members, making appropriate  
22 declaratory relief with respect to the Class Members as a whole.

23 81. **Predominance and Superiority of Class Action (Rule 23(b)(3)).**  
24 Class certification of the Rule 23 claims is also appropriate under Rule 23(b)(3) because  
25 questions of law and fact common to the Class Members predominate over questions  
26 affecting only individual members of the classes, and because a class action is superior  
27 to other available methods for the fair and efficient adjudication of this litigation. LLS’s  
28

1 common and uniform policies and practices illegally deprived Plaintiff and all similarly  
2 situated employees of wages; thus, making the question of liability and damages much  
3 more manageable and efficient to resolve in a class action, compared to hundreds of  
4 individual trials. The damages suffered by individual Class Members are small  
5 compared to the expense and burden of individual prosecution. In addition, class  
6 certification is superior because it will obviate the need for unduly duplicative litigation  
7 that might result in inconsistent judgments about LLS's practices.

8 82. Plaintiff intends to send notice to all Class Members to the extent required  
9 by Rule 23.

10 **COUNT ONE: FAIR LABOR STANDARDS ACT**

11 **OFF-THE-CLOCK WORK**

12 83. Plaintiff and the Collective Members reallege and incorporate by  
13 reference all allegations in all preceding paragraphs.

14 84. LLS has a consistent, enterprise-wide policy of requiring Plaintiff and the  
15 Collective Members to perform work while off the clock and failing and/or refusing to  
16 compensate Plaintiff and the Collective Members their regular rate of pay for all non-  
17 overtime hours worked, and one and one-half times their regular hourly rate for all the  
18 time they worked over 40 hours in a workweek.

19 85. Plaintiff and the Collective Members perform their duties and provide  
20 their interpretation services for LLS remotely. As part of this design, LLS issues  
21 Plaintiff and the Collective Members computer, audio and video equipment for use in  
22 Plaintiff's and the Collective Members' homes. This LLS equipment contains its  
23 proprietary software programs which Plaintiff and the Collective Members must log on  
24 to perform their job duties.

25 86. At all relative times, Plaintiff and the Collective Members have been  
26 subject to LLS's policy of requiring Plaintiff and the Collective Members to spend time  
27 working before clocking in at the beginning of their shifts and after clocking out at the  
28

1 end of their shifts.

2 87. Specifically, Plaintiff and the Collective Members must set up the  
3 required equipment and perform quality checks before being “clocked in” and therefore  
4 perform uncompensated work. Moreover, Plaintiff and the Collective Members are  
5 required to spend time booting up and logging into their computers before clocking in  
6 for their shift and required to clock out at the end of their shift before logging off,  
7 shutting down their computers and cleaning and maintaining the equipment issued by  
8 LLS.

9 88. As a result, Plaintiff and the Collective Members typically spend at least  
10 15 minutes or more each shift that goes completely uncompensated. In all instances,  
11 LLS’s failure to compensate Plaintiff and the Collective Members for such time violates  
12 the minimum wage provisions of the FLSA, 29 U.S.C. § 206. In all instances wherein  
13 Plaintiff and the Collective Members work over 40 hours in a workweek, LLS’s failure  
14 to compensate Plaintiff and the Collective Members for such time violates the overtime  
15 provisions of the FLSA, 29 U.S.C. § 207.

16 89. LLS locked Plaintiff out of its electronic time and pay recordkeeping  
17 system following the conclusion of her employment with LLS. As such, Plaintiff does  
18 not have access to her time and pay records. Plaintiff has requested that LLS provide  
19 her with her time and pay records, but LLS has failed or refused to do so.

20 90. Nonetheless, upon information and belief, to the best of Plaintiff’s  
21 recollection, and strictly for the purposes of providing an example, during the  
22 workweek beginning November 2, 2020 and ending November 8, 2020, LLS recorded  
23 and paid Plaintiff for more than 40 hours worked. During that pay period, Plaintiff  
24 worked no less than 75 minutes that was not recorded or compensated by LLS  
25 whatsoever.

26 91. As a result, LLS did not pay Plaintiff minimum wage as required by the  
27 FLSA for no less than 75 minutes that were worked between November 2, 2020 and  
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1 November 8, 2020.

2 92. Because Plaintiff worked in excess of 40 hours in the workweek spanning  
3 from November 2, 2020 through November 8, 2020, LLS likewise failed to pay Plaintiff  
4 for no less than 75 minutes of overtime at one-and-one-half times her regular rate of  
5 pay as required by the overtime provisions of the FLSA.

6 93. Although at this stage, Plaintiff and the Collective Members cannot state  
7 the exact amount owed for all time worked during their employment, Plaintiff and the  
8 Collective Members believe that such information will become available during  
9 discovery. Furthermore, when an employer fails to keep complete and accurate time  
10 records, employees may establish the hours worked by their testimony, and the burden  
11 of overcoming such testimony shifts to the employer.

12 94. LLS knew, or acted with reckless disregard, that its refusal or failure to  
13 properly compensate Plaintiff and the Collective Members during their employment  
14 would violate the FLSA, and LLS knew the FLSA’s minimum wage and overtime  
15 requirements. As such, LLS’s conduct constitutes a willful violation of the FLSA.

16 95. As a result of LLS’s failure or refusal to pay Plaintiff and the Collective  
17 Members for all hours worked, and LLS’s failure or refusal to pay Plaintiff and the  
18 Collective Members one and one-half times their regular rate of pay for all hours  
19 worked over 40 hours in any workweek, LLS violated 29 U.S.C. §§ 206 and 207(a).  
20 Plaintiff and the Collective Members are therefore entitled to compensation of all  
21 unpaid minimum wages and one and one-half times their regular rate of pay, to be  
22 proven at trial, plus an additional equal amount as liquidated damages, together with  
23 interest, reasonable attorney’s fees, and costs.

24 **COUNT TWO: OHIO MINIMUM FAIR WAGE STANDARDS ACT**

25 **OFF-THE-CLOCK WORK**

26 **(Brought by Plaintiff on Behalf of Herself and Members of the Ohio Rule 23**  
27 **Class Against all Defendants)**

1           96. Plaintiff and the Ohio Class Members reallege and incorporate by  
2 reference all allegations in all preceding paragraphs.

3           97. “FLSA and Ohio Minimum Fair Wage Standards Act claims are subject  
4 to [the] same standards.” *Craig v. Landry’s, Inc.*, No. 1:16-CV-277, 2016 WL 3406032,  
5 at \*3 (S.D. Ohio June 21, 2016) (citing *Haight; Mitchell v. Abercrombie & Fitch, Co.*,  
6 428 F.Supp.2d 725, 732 (S.D. Ohio 2006); *Pritchard v. Dent Wizard Int’l. Corp.*, 210  
7 F.R.D. 591, 596 (S.D. Ohio 2002).

8           98. LLS has a consistent, enterprise-wide policy of requiring Plaintiff and the  
9 Class Members to perform work while off the clock and failing and/or refusing to  
10 compensate Plaintiff and the Class Members their regular rate of pay for all non-  
11 overtime hours worked, and one-half times their regular hourly rate for all the time  
12 they worked over 40 hours in a workweek.

13           99. Plaintiff and the Class Members perform their duties and provide their  
14 interpretation services for LLS remotely. As part of this design, LLS issues Plaintiff  
15 and the Class Members computer, audio and video equipment for use in Plaintiff’s and  
16 the Class Members’ homes. This LLS equipment contains its proprietary software  
17 programs which Plaintiff and the Class Members must log on to perform their job  
18 duties.

19           100. At all relative times, Plaintiff and the Class Members have been subject  
20 to LLS’s policy of requiring Plaintiff and the Class Members to spend time working  
21 before clocking in at the beginning of their shifts and after clocking out at the end of  
22 their shifts.

23           101. Specifically, Plaintiff and the Class Members must set up the required  
24 equipment and perform quality checks before being “logged in” and therefore perform  
25 work that is uncompensated. Moreover, Plaintiff and the Class Members are required  
26 to spend time booting up and logging into their computers before clocking in for their  
27 shift and required to clock out at the end of their shift before logging off, shutting down  
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1 their computers and cleaning and maintaining the equipment issued by LLS.

2 102. As a result, Plaintiff and the Class Members typically spend at least 15  
3 minutes or more each shift that goes completely uncompensated. In all instances, LLS's  
4 failure to compensate Plaintiff and the Class Members for such time violates the  
5 minimum wage provisions of O.R.C. § 4111, *et seq.* In all instances wherein Plaintiff  
6 and the Class Members work over 40 hours in a workweek, LLS's failure to compensate  
7 Plaintiff and the Class Members for such time violates the overtime provisions of  
8 O.R.C. § 4111, *et seq.*

9 103. LLS locked Plaintiff out of its electronic time and pay recordkeeping  
10 system following the conclusion of her employment with LLS. As such, Plaintiff does  
11 not have access to her time and pay records. Plaintiff has requested that LLS provide  
12 her with her time and pay records, but LLS has failed or refused to do so.

13 104. Nonetheless, upon information and belief, to the best of Plaintiff's  
14 recollection, and strictly for the purposes of providing an example, during the  
15 workweek beginning November 2, 2020 and ending November 8, 2020, LLS recorded  
16 and paid Plaintiff for more than 40 hours worked. During that pay period, Plaintiff  
17 worked no less than 75 minutes that was not recorded or compensated by LLS  
18 whatsoever.

19 105. As a result, LLS did not pay Plaintiff minimum wage as required by the  
20 OMFWSA for no less than 75 minutes that were worked between November 2, 2020  
21 and November 8, 2020.

22 106. Because Plaintiff worked in excess of 40 hours in the workweek spanning  
23 from November 2, 2020 through November 8, 2020, LLS likewise failed to pay Plaintiff  
24 for no less than 75 minutes of overtime at one-and-one-half times her regular rate of  
25 pay as required by the overtime provisions of the OMFWSA.

26 107. Although at this stage, Plaintiff and the Class Members cannot state the  
27 exact amount owed for all time worked during their employment, Plaintiff and the  
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1 Class Members believe that such information will become available during discovery.  
2 Furthermore, when an employer fails to keep complete and accurate time records,  
3 employees may establish the hours worked by their testimony, and the burden of  
4 overcoming such testimony shifts to the employer.

5 108. LLS knew, or acted with reckless disregard, that its refusal or failure to  
6 properly compensate Plaintiff and the Class Members for all hours worked would  
7 violate Ohio law, and LLS knew Ohio’s minimum wage and overtime requirements  
8 during Plaintiff’s and the Class Members’ employment. As such, LLS’s conduct  
9 constitutes a willful violation of the OMFWSA.

10 109. As a result of LLS’s failure or refusal to pay Plaintiff and the Class  
11 Members all minimum wages and overtime due under Ohio law, Plaintiff and the Class  
12 Members are entitled to compensation for all such unpaid wages, to be proven at trial,  
13 plus treble damages and interest, reasonable attorney’s fees, and costs.

14 **COUNT THREE: FAIR LABOR STANDARDS ACTS**

15 **UNLAWFUL UNPAID BREAKS**

16 110. Plaintiff and the Collective Members reallege and incorporate by  
17 reference all allegations in all preceding paragraphs.

18 111. Under the FLSA, “[r]est periods of short duration, running from 5 minutes  
19 to about 20 minutes. . . must be counted as hours worked.” *See* 29 C.F.R. 785.18; *see*  
20 *also Mauia v. Petrochem Insulation, Inc.*, 5 F.4th 1068, 1074 (9th Cir. 2021). LLS  
21 violated the FLSA by routinely failing to pay Plaintiff and the Collective Members for  
22 rest breaks shorter than 20 minutes.

23 112. Plaintiff, the Collective Members, and the Class Members are only  
24 “clocked-in” and compensated when they are logged into LLS’s proprietary software  
25 system. Anytime that Plaintiff, the Collective Members and the Class Members need  
26 to take a rest or meal break, they must log out of LLS’s proprietary software system.  
27 As a result, Plaintiff, the Collective members and the Class Members are not paid for  
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1 rest breaks of 20 minutes or less.

2 113. LLS’s failure to pay Plaintiff and the Collective Members for breaks of 20  
3 minutes or less violates the minimum wage provisions of the FLSA in all instances. In  
4 all instances wherein Plaintiff and the Collective Members worked over 40 hours in a  
5 workweek, LLS’s failure to compensate Plaintiff and the Collective Members for missed  
6 breaks and/or any unscheduled break of 20 minutes or less violates the overtime  
7 provisions of the FLSA.

8 114. Although Plaintiff does not have access to her time punch records,  
9 Plaintiff has knowledge and belief that during the workweek beginning November 2,  
10 2020 and ending November 20, 2020, Plaintiff took approximately 10 rest breaks of 20  
11 minutes or less for which she was not paid. As result of LLS’s failure to pay Plaintiff  
12 for these approximately 10 rest breaks during this pay period, LLS violated both the  
13 minimum wage and overtime wage requirements of the FLSA.

14 115. LLS is in possession of all of the time punch records which Plaintiff does  
15 not have access to at this time. Upon information and belief, these records will evidence  
16 all of the breaks for which Plaintiff and the Collective Members were paid, and all of  
17 the breaks for which Plaintiff and the Collective Members were not paid. Upon  
18 information and belief, these time punch records should be readily available in  
19 discovery.

20 116. Although at this stage, Plaintiff and the Collective Members cannot state  
21 the exact amount owed for all time worked during their employment, Plaintiff and the  
22 Collective Members believe that such information will become available during  
23 discovery. Furthermore, when an employer fails to keep complete and accurate time  
24 records, employees may establish the hours worked by their testimony, and the burden  
25 of overcoming such testimony shifts to the employer.

26 117. LLS knew, or acted with reckless disregard, that its refusal or failure to  
27 properly compensate Plaintiff and the Collective Members during their employment  
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1 would violate the FLSA, and LLS knew the FLSA’s minimum wage and overtime  
2 requirements. As such, LLS’s conduct constitutes a willful violation of the FLSA.

3 118. As a result of LLS’s failure or refusal to pay Plaintiff and the Collective  
4 Members their regular rate of pay for all hours worked and one and one-half times  
5 their regular rate of pay for all hours worked over 40 hours in any workweek, LLS  
6 violated 29 U.S.C. §§ 206 and 207. Plaintiff and the Collective Members are therefore  
7 entitled to compensation for unpaid wages at their regular rate of pay for non-overtime  
8 hours worked and one and one-half times their regular rate of pay for unpaid overtime  
9 hours, to be proven at trial, plus an equal amount as liquidated damages, together with  
10 interest, reasonable attorney’s fees, and costs.

11 **COUNT FOUR: OHIO MINIMUM FAIR WAGE STANDARDS ACT**

12 **UNLAWFUL UNPAID BREAKS**

13 **(Brought by Plaintiff on Behalf of Herself and Members of the Ohio Rule 23**  
14 **Class Against all Defendants)**

15 119. Plaintiff and the Class Members reallege and incorporate by reference all  
16 allegations in all preceding paragraphs.

17 120. “FLSA and Ohio Minimum Fair Wage Standards Act claims are subject to  
18 [the] same standards.” *Craig v. Landry’s, Inc.*, No. 1:16-CV-277, 2016 WL 3406032, at  
19 \*3 (S.D. Ohio June 21, 2016) (citing *Haight; Mitchell v. Abercrombie & Fitch, Co.*, 428  
20 F.Supp.2d 725, 732 (S.D. Ohio 2006); *Pritchard v. Dent Wizard Int’l. Corp.*, 210 F.R.D.  
21 591, 596 (S.D. Ohio 2002)). Under the OMFWSA, rest periods of short duration,  
22 running from 5 minutes to about 20 minutes, must be counted as hours worked. LLS  
23 violated the OMFWSA by routinely failing to pay Plaintiff and the Class Members for  
24 rest breaks shorter than 20 minutes.

25 121. Plaintiff, the Collective Members, and the Class Members are only  
26 “clocked-in” and compensated when they are logged into LLS’s proprietary software  
27 system. Anytime that Plaintiff, the Collective Members and the Class Members need  
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1 to take a rest or meal break, they must log out of LLS’s proprietary software system.  
2 As a result, Plaintiff, the Collective Members and the Class Members are not paid for  
3 rest breaks of 20 minutes or less.

4 122. LLS’s failure to pay Plaintiff and the Class Members for any breaks of 20  
5 minutes or less violates the minimum wage provisions of the OMFWSA in all instances.  
6 In all instances wherein Plaintiff and the Class Members worked over 40 hours in a  
7 workweek, LLS’s failure to compensate Plaintiff and the Class Members for any  
8 unscheduled break of 20 minutes or less violates the overtime provisions of the  
9 OMFWSA.

10 123. Although Plaintiff does not have access to her time punch records,  
11 Plaintiff has knowledge and belief that during the workweek beginning November 2,  
12 2020 and ending November 20, 2020, Plaintiff took approximately 10 rest breaks of 20  
13 minutes or less for which she was not paid. As result of LLS’s failure to pay Plaintiff  
14 for these approximately 10 rest breaks during this pay period, LLS violated both the  
15 minimum wage and overtime wage requirements of the OMFWSA.

16 124. LLS is in possession of all of the time punch records which Plaintiff does  
17 not have access to at this time. Upon information and belief, these records will evidence  
18 all of the breaks for which Plaintiff and the Class Members were paid, and all of the  
19 breaks for which Plaintiff and the Class Members were not paid. Upon information and  
20 belief, these time punch records should be readily available in discovery.

21 125. Although at this stage, Plaintiff and the Class Members cannot state the  
22 exact amount owed for all time worked during their employment, Plaintiff and the  
23 Class Members believe that such information will become available during discovery.  
24 Furthermore, when an employer fails to keep complete and accurate time records,  
25 employees may establish the hours worked by their testimony, and the burden of  
26 overcoming such testimony shifts to the employer.

27 126. LLS knew, or acted with reckless disregard, that its refusal or failure to  
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1 properly compensate Plaintiff and the Class Members for all hours worked would  
2 violate Ohio law, and LLS knew Ohio’s minimum wage and overtime requirements  
3 during Plaintiff’s and the Class Members’ employment. As such, LLS’s conduct  
4 constitutes a willful violation of the OMFWSA.

5 127. As a result of LLS’s failure or refusal to pay Plaintiff and the Class  
6 Members all minimum wages and overtime due under Ohio law, Plaintiff and the Class  
7 Members are entitled to compensation for all such unpaid wages, to be proven at trial,  
8 plus treble damages and interest, reasonable attorney’s fees, and costs.

9 **COUNT FIVE: FAIR LABOR STANDARDS ACT**

10 **IMPROPER KICKBACKS**

11 128. Plaintiff and the Collective Members reallege and incorporate by  
12 reference all allegations in all preceding paragraphs.

13 129. The wage requirements of the FLSA “will not be met where the employee  
14 ‘kicks-back’ directly or indirectly to the employer or to another person for the  
15 employer's benefit the whole or part of the wage delivered to the employee.” See 29  
16 C.F.R. 785.18. “For example, if it is a requirement of the employer that the employee  
17 must provide tools of the trade which will be used in or are specifically required for the  
18 performance of the employer’s particular work, there would be a violation of the Act in  
19 any workweek when the cost of such tools purchased by the employee cuts into the  
20 minimum or overtime wages required to be paid him under the Act.” *Id.*

21 130. LLS requires Plaintiff and the Collective Members to supply their own  
22 highspeed internet service, internet equipment and replacement computer equipment.  
23 However, LLS fails to reimburse Plaintiff and the Collective Members for such required  
24 service and equipment. As such, LLS has violated the overtime provisions of the FLSA.

25 131. LLS locked Plaintiff out of its electronic time and pay recordkeeping  
26 system following the conclusion of her employment with LLS. As such, Plaintiff does  
27 not have access to her time and pay records. Plaintiff has requested that LLS provide  
28

1 her with her time and pay records, but LLS has failed or refused to do so.

2 132. Nonetheless, upon information and belief, to the best of Plaintiff's  
3 recollection, and strictly for the purposes of providing an example, during the  
4 workweek beginning November 2, 2020 and ending November 8, 2020, LLS paid  
5 Plaintiff at one-and-one-half times her base hourly wage for approximately ten (10)  
6 hours of overtime. During that pay period, Plaintiff worked no less than 75 minutes  
7 that was not recorded or compensated by LLS whatsoever. However, by requiring  
8 Plaintiff to pay for the highspeed internet service necessary to perform her job duties  
9 for LLS, LLS required Plaintiff to "kickback" the overtime premiums that were to be  
10 paid to Plaintiff "free and clear" in violation of the FLSA.

11 133. Although at this stage, Plaintiff and the Collective Members cannot state  
12 the exact amount owed for all time worked during their employment, Plaintiff and the  
13 Collective Members believe that such information will become available during  
14 discovery. Furthermore, when an employer fails to keep complete and accurate time  
15 records, employees may establish the hours worked by their testimony, and the burden  
16 of overcoming such testimony shifts to the employer.

17 134. LLS knew, or acted with reckless disregard, that its refusal or failure to  
18 properly compensate Plaintiff and the Collective Members during their employment  
19 would violate the FLSA, and LLS knew the FLSA's overtime requirements. As such,  
20 LLS's conduct constitutes a willful violation of the FLSA.

21 135. As a result of LLS's failure to reimburse Plaintiff and the Collective  
22 Members for their internet service, internet equipment and replacement computer  
23 equipment, LLS violated the minimum wage and overtime provisions of the FLSA.  
24 Plaintiff and the Collective Members are therefore entitled to minimum wage and  
25 overtime compensation, to be proven at trial, plus an equal amount as liquidated  
26 damages, together with interest, reasonable attorney's fees, and costs.

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**COUNT SIX: OHIO MINIMUM FAIR WAGE STANDARDS ACT**

**IMPROPER KICKBACKS**

**(Brought by Plaintiff on Behalf of Herself and Members of the Ohio Rule 23  
Class Against all Defendants)**

136. Plaintiff and the Class Members reallege and incorporate by reference all allegations in all preceding paragraphs.

137. “FLSA and Ohio Minimum Fair Wage Standards Act claims are subject to [the] same standards.” *Craig v. Landry’s, Inc.*, No. 1:16-CV-277, 2016 WL 3406032, at \*3 (S.D. Ohio June 21, 2016) (citing *Haight; Mitchell v. Abercrombie & Fitch, Co.*, 428 F.Supp.2d 725, 732 (S.D. Ohio 2006); *Pritchard v. Dent Wizard Int’l. Corp.*, 210 F.R.D. 591, 596 (S.D. Ohio 2002)). The wage requirements of the OMFWSA will not be met where the employee “kicks-back” directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee.

138. LLS requires Plaintiff and the Class Members to supply their own highspeed internet service, internet equipment and replacement computer equipment. However, LLS fails to reimburse Plaintiff and the Class Members for such required service and equipment. As such, LLS has violated the overtime provisions of the OMFWSA.

139. LLS locked Plaintiff out of its electronic time and pay recordkeeping system following the conclusion of her employment with LLS. As such, Plaintiff does not have access to her time and pay records. Plaintiff has requested that LLS provide her with her time and pay records, but LLS has failed or refused to do so.

140. Nonetheless, upon information and belief, to the best of Plaintiff’s recollection, and strictly for the purposes of providing an example, during the workweek beginning November 2, 2020 and ending November 8, 2020, LLS paid Plaintiff at one-and-one-half times her base hourly wage for approximately 10 hours of

1 overtime. During that pay period, Plaintiff worked no less than 75 minutes that was  
2 not recorded or compensated by LLS whatsoever. However, by requiring Plaintiff to  
3 pay for the highspeed internet service necessary to perform her job duties for LLS, LLS  
4 required Plaintiff to “kickback” the overtime premiums that were to be paid to Plaintiff  
5 “free and clear” in violation of the OMFWSA.

6 141. Although at this stage, Plaintiff and the Class Members cannot state the  
7 exact amount owed for all time worked during their employment, Plaintiff and the  
8 Class Members believe that such information will become available during discovery.  
9 Furthermore, when an employer fails to keep complete and accurate time records,  
10 employees may establish the hours worked by their testimony, and the burden of  
11 overcoming such testimony shifts to the employer.

12 142. LLS knew, or acted with reckless disregard, that its refusal or failure to  
13 reimburse Plaintiff and Class Members for their highspeed internet service, internet  
14 equipment and replacement computer equipment would violate Ohio law, and LLS  
15 knew Ohio’s overtime requirements during Plaintiff’s and the Class Members’  
16 employment. As such, LLS’s conduct constitutes a willful violation of the OMFWSA.

17 143. As a result of LLS’s refusal or failure reimburse Plaintiff and Class  
18 Members for their highspeed internet service, internet equipment and replacement  
19 computer equipment, Plaintiff and the Class Members are entitled to compensation for  
20 all such unpaid wages, to be proven at trial, plus treble damages and interest,  
21 reasonable attorney’s fees, and costs.

22 **COUNT SEVEN: VIOLATION OF CALIFORNIA’S MINIMUM WAGE**  
23 **REQUIREMENTS**

24 **(Cal. Lab. Code §§ 200, 218 and 1194)**

25 **(Brought by Plaintiff on Behalf of Herself and Members of the California**  
26 **Rule 23 Class Against all Defendants)**

27 144. Plaintiff realleges and incorporates by this reference each of the preceding  
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1 and foregoing paragraphs as if fully set forth herein.

2 145. In addition to the FLSA, Plaintiff seeks to represent the proposed  
3 California Rule 23 Class as a basis to enforce equal or greater protections for wages  
4 owed that are offered by various California labor laws and local regulations as set forth  
5 herein. Because the practices alleged herein are uniform, systematic and continuous  
6 and affect each member of the California Rule 23 Class in a legally identical way,  
7 Plaintiff, at the appropriate time, will move to certify the California Class to the extent  
8 permitted by Rule 23.

9 146. Under Labor Code § 1194, employees must be separately paid an hourly  
10 wage for each and every hour worked. *Balasanyan v. Nordstrom, Inc.*, 913 F.Supp.2d  
11 1001, 1007 (S.D. Cal. Dec. 20, 2012). A California employer cannot average an  
12 employee’s compensation over the total number of hours worked to determine  
13 compliance with minimum wage obligations. *Armenta v. Osmose, Inc.*, 135 Cal.App.4th  
14 314, 323-324 (2005) (employees must be compensated the minimum wage for “non-  
15 productive time”); *Cardenas v. McLane FoodServices, Inc.*, 796 F.Supp.2d 1246, 1252-  
16 1253 (C.D. Cal. Jul. 8, 2011) (employees must be paid a separate hourly rate for pre-  
17 and-post shift duties not covered by the piece-rate formula); *Balasanyan, supra*, 913  
18 F.Supp.2d at p. 1007; *Gonzalez v. Downtown LA Motors, LP*, 215 Cal.App.4th 36, 48-  
19 49 (2013) (employees paid on a piece-rate basis must be paid a separate hourly rate for  
20 “non-repair tasks”). “The *Armenta* line of cases is quite clear: employees must be  
21 directly compensated at least minimum wage for all time spent on activities that do  
22 not allow them to *directly* earn wages.” *Balasanyan, supra*, 913 F.Supp.2d at 1007  
23 (emphasis added). And more recently, the California Supreme Court held that  
24 commissions earned in one pay period cannot be reassigned to other pay periods to  
25 meet California’s strict wage and hour requirements. *Peabody v. Time Warner Cable,*  
26 *Inc.*, 174 Cal.Rptr.3d 287 (2014), 328 P.3d 1028 (2014).

27 147. Plaintiff and the proposed Rule 23 California Class were at all times  
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1 subject to California’s laws and regulations protecting the employees’ entitlement to be  
2 paid and presumption to be paid an hourly wage for each and every hour worked.

3 148. As set forth above, California law requires employers, such as Defendants,  
4 to pay a separately hourly wage to all nonexempt employees for each and every hour  
5 worked. Labor Code § 1194 provides that employees are entitled to wages and  
6 compensation for work performed, at the legal rate, including straight time, overtime,  
7 and double time.

8 149. Labor Codes §§ 218, 1194(a) and 1194.2(a) provide that an employee who  
9 has not been paid the legal wage may recover the unpaid balance and together with  
10 attorney’s fees and costs of suit, as well as liquidated damages in an amount equal to  
11 the wages unpaid and interest thereon.

12 150. At all relevant times herein, Defendants were required to compensate  
13 Plaintiff and the members of the California Rule 23 Class for all hours worked  
14 pursuant to Labor Code § 1194.

15 151. By uniformly and consistently failing to pay members of the California  
16 Rule 23 Class for pre- and post-shift work, rest periods, and time during which  
17 employees were not provided duty-free, uninterrupted meal periods, Defendants  
18 violated the minimum wage requirements as set forth in Labor Code §§ 218 and 1194.

19 152. Plaintiff is informed and believes and based thereupon allege that the  
20 result of the unlawful and illegal policy and practice caused damage in the nonpayment  
21 of minimum wages to Plaintiff and the proposed California Rule 23 Class, in an amount  
22 according to proof at trial.

23 153. Plaintiff is informed and believes that the nonpayment of wages is fixed  
24 and ascertainable on a classwide basis such that prejudgment interest on those wages  
25 is recoverable.

26 154. Plaintiff is informed and believes that the nonpayment of minimum wages  
27 for all hours worked also entitles Plaintiff and the proposed California Rule 23 Class  
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1 to attorneys’ fees and costs, and liquidated damages in an amount equal to the amount  
2 unlawfully unpaid according to Labor Code § 1194.2

3 **COUNT EIGHT: VIOLATION OF CALIFORNIA’S OVERTIME LAWS**

4 **(Cal. Lab. Code §§ 510 and 1194)**

5 **(Brought by Plaintiff on Behalf of Herself and Members of the California**  
6 **Rule Class Against all Defendants)**

7 155. Plaintiff realleges and incorporates by this reference each of the preceding  
8 and foregoing paragraphs as if fully set forth herein.

9 156. In addition to the FLSA, Plaintiff seeks to represent the proposed  
10 California Rule 23 Class as a basis to enforce equal or greater protections for wages  
11 owed that are offered by California labor laws and local regulations as set forth herein.  
12 Because the practices alleged herein are uniform, systematic and continuous and affect  
13 each proposed member of the California Rule 23 Class in a legally identical way,  
14 Plaintiff, at the appropriate time will move to certify the California Class to the extent  
15 permitted by Rule 23.

16 157. Plaintiff and the proposed California Rule 23 Class were at all times  
17 subject to state laws and regulations protecting the employees’ entitlement to be paid  
18 and presumption to be paid overtime wages for requisite hours worked beyond a normal  
19 work day or a normal work week, as specified, without limitation, by Cal. Labor Code  
20 §§ 510, 1194 and applicable Wage Order.

21 158. During the California Class Period, Plaintiff and members of the  
22 California Rule 23 Class were primarily engaged in non-exempt duties. Plaintiff and  
23 members of the California Rule 23 Class were neither managers, administrative, nor  
24 professional employees. No known exemptions to overtime apply to Plaintiff or  
25 members of the California Rule 23 Class. Accordingly, Plaintiff and members of the  
26 California Rule 23 Class were entitled to overtime during the California Class Period.

27 159. California law requires employers, such as Defendants, to pay overtime  
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1 compensation to all nonexempt employees for all hours worked over 40 hours per week,  
2 or over 8 hours per day. Labor Code § 204 establishes the fundamental right of all  
3 employees in California to be paid wages, including straight time and overtime, in a  
4 timely fashion for their work. This precludes any waiver for unpaid due and owing  
5 wages that remain unpaid at the time of separation.

6 160. Labor Code § 510(a) states: “Any work in excess of [8] hours in one  
7 workday and any work in excess of 40 hours in any one workweek and the first [8]  
8 hours worked on the seventh day of work in any one workweek shall be compensated  
9 at the rate of no less than one and one-half times the regular rate of pay for an  
10 employee. Any work in excess of 12 hours in one day shall be compensated at the rate  
11 of no less than twice the regular rate of pay for an employee. In addition, any work in  
12 excess of eight hours on any seventh day of a workweek shall be compensated at the  
13 rate of no less than twice the regular rate of pay of an employee.”

14 161. Throughout the California Class Period, as alleged above, Plaintiff and  
15 members of the California Class worked in excess of 8 hours in a workday and/or 40  
16 hours in a workweek. During the California Class Period, Defendants did not pay  
17 Plaintiff and members of the California Class overtime pay for all overtime hours  
18 worked.

19 162. As a direct and proximate result of Defendants’ unlawful conduct, as set  
20 forth herein, Plaintiff and members of the California Rule 23 Class have sustained  
21 damages, including loss of earnings for hours of overtime worked on behalf of  
22 Defendants in an amount to be established at trial, prejudgment interest, and costs  
23 and attorneys’ fees, pursuant to statute and other applicable law.

24 **COUNT NINE: VIOLATION OF CALIFORNIA’S MEAL-AND-REST PERIOD**  
25 **REQUIREMENTS**

26 **(Cal. Lab. Code §§ 226.7, 512 and Applicable Wage Order)**

27 **(Brought by Plaintiff on Behalf of Herself and Members of the California**

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**Rule 23 Class)**

163. Plaintiff realleges and incorporates by this reference each of the preceding and foregoing paragraphs as if fully set forth herein.

164. Labor Code § 226.7(b) provides, in pertinent part, that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ...”

165. Labor Code § 512(a) provides that “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.”

166. Labor Code § 512(a) further provides that “[a]n 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, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

167. Section 11(A) of the applicable Wage Order provides that “[u]nless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.” An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. “The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

168. Section 11(B) of the Wage Order provides that “[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this

1 order, the employer shall pay the employee one (1) hour of pay at the employee’s regular  
2 rate of compensation for each workday that the meal period is not provided.”

3 169. Plaintiff and the members of the California Rule 23 Class consistently  
4 worked over five hours, and ten hours, per shift and therefore were entitled to a first  
5 and second meal period of not less than 30 minutes prior to exceeding fifth and tenth  
6 hour of work.

7 170. Plaintiff and members of the California Rule 23 Class did not waive their  
8 meal periods by mutual consent with Defendants or otherwise.

9 171. Plaintiff and members of the California Rule 23 Class did not enter into  
10 any written agreement with Defendants agreeing to an on-the-job paid meal period.

11 172. Similarly, Plaintiff and members of the proposed California Rule 23 Class  
12 were entitled to be authorized and permitted paid, duty-free, uninterrupted 10 minute  
13 rest periods for every 4 hours worked (or every major fraction thereof) or be paid for  
14 one hour of “premium wage” at the employee’s regular rate of pay for each day that a  
15 rest period was not authorized, permitted or otherwise compliant with applicable law.

16 173. As alleged above, Defendants failed to comply with the required meal  
17 periods and rest periods established by Labor Code §§ 226.7, 512, 516 and Section 11  
18 and 12 of the applicable Wage Order. Defendants did not provide compliant meal  
19 periods and, as a result, Plaintiff and members of the California Rule 23 Class missed  
20 their meal periods, took short meal periods, and/or took late meal periods. In addition,  
21 the meal periods that Plaintiff and members of the California Rule 23 Class did take  
22 were not duty free and free from employer control. Defendants further did not  
23 authorize or permit compliant rest periods for every four hours worked, or major  
24 fraction thereof, nor did it pay a “premium wage” for missed, short, late or interrupted  
25 rest periods.

26 174. Pursuant to Section 11(B) and Section 12 of the applicable Wage Order  
27 and Labor Code §226.7(c)—which states “[i]f an employer fails to provide an employee  
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1 a meal or rest ... period in accordance with a state law ..., the employer shall pay the  
2 employee one additional hour of pay at the employee’s regular rate of compensation for  
3 each workday that the meal or rest ... period is not provided”—Plaintiff and the  
4 members of the California Rule 23 Class are entitled to damages in an amount equal  
5 to one additional hour of pay at each employee’s regular rate of compensation for each  
6 work day that the meal or rest period was not provided, in a sum to be proven at trial.

7 175. Pursuant to Labor Code § 218.6 and Civil Code § 3287, Plaintiff and the  
8 members of the California Rule 23 Class seek recovery of prejudgment interest on all  
9 amounts recovered herein.

10 176. Plaintiff limits the recovery of “premium wages” to one hour of pay per  
11 day for any missed, short, late, or uninterrupted meal period and to one hour of pay  
12 per day for any missed, short, late, or uninterrupted rest period, as demonstrated by  
13 the Division of Labor Standards Enforcement Policy Manual guidelines, for a  
14 maximum recovery of two premium wages payment per employee per day.

15 **COUNT TEN: FAILURE TO ADEQUATELY INDEMNIFY EMPLOYEES FOR**  
16 **EMPLOYMENT-RELATED EXPENDITURES**

17 **(Cal. Lab. Code § 2802)**

18 **(Brought by Plaintiff on Behalf of Herself and Members of the California**  
19 **Rule 23 Class)**

20 177. Plaintiff hereby incorporates by reference each and every other paragraph  
21 in this Complaint as if fully pled herein.

22 178. Plaintiff and members of the California Rule 23 Class have been employed  
23 by Defendants in the State of California. California law requires that Defendants  
24 indemnify their employees for all necessary expenditures or losses incurred by the  
25 employee in discharge of his or her duties or at the obedience of the directions of the  
26 employer. Moreover, an employer is prohibited from passing the ordinary business  
27 expenses and losses of the employer onto the employee. *See* Cal. Lab. Code § 2802.

1 179. Defendants have violated Labor Code § 2802 by failing to indemnify  
2 Plaintiff and members of the California Rule 23 Class necessary expenditures they  
3 incurred in the discharge of their duties. Specifically, Defendants employed a policy,  
4 practice, and procedure whereby Plaintiff and similarly situated employees were  
5 required to supply their own highspeed internet service, internet equipment and  
6 replacement computer equipment.

7 180. Moreover, Defendants employed policies and procedures which ensured  
8 Plaintiff and the members of the California Rule 23 Class would not receive  
9 indemnification for their employment-related expenses. This practice resulted in  
10 Plaintiff and members of the California Rule 23 Class not receiving such  
11 indemnification in compliance with California law.

12 181. Because Defendants failed to properly indemnify employees for the  
13 necessary expenditures incurred in the discharge of their duties, they are liable to  
14 Plaintiff and the members of the California Rule 23 Class for monies to compensate  
15 them for the use of the employment-related expenses they incurred under Labor Code  
16 § 2802.

17 182. As a direct and proximate result of Defendants' violation of Labor Code §  
18 2802, Plaintiff and members of the California Rule 23 Class have suffered irreparable  
19 harm and monetary damages entitling them to both injunctive relief and restitution.  
20 Plaintiff, on behalf of herself and on behalf of the California Rule 23 Class, seek  
21 damages and all other relief allowable including indemnification for all employment-  
22 related expenses and ordinary business expenses incurred by Defendants and passed  
23 onto Plaintiff and the members of the California Rule 23 Class pursuant to Labor Code  
24 § 2802.

25 183. Pursuant to Labor Code § 2802, Plaintiff and members of the California  
26 Rule 23 Class are entitled to recover full indemnification of unreimbursed business  
27 expenses, reasonable attorney's fees and costs of suit.

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**COUNT ELEVEN: FAILURE TO PAY ALL WAGES TIMELY UPON  
SEPARATION OF EMPLOYMENT**

**(Cal. Lab. Code §§ 201-203)**

**(Brought by Plaintiff on Behalf of Herself and Members of the California  
Rule 23 Class)**

184. Plaintiff hereby incorporates by reference each and every other paragraph in this Complaint as if fully pled herein.

185. At all times relevant to this Complaint, Plaintiff and members of the California Rule 23 Class were employees of Defendants, covered by California Labor Code §§ 201-203.

186. Pursuant to California Labor Code §§ 201-203, Plaintiff and members of the California Rule 23 Class were entitled upon separation of employment to timely payment of all wages earned and unpaid prior to separation. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

187. Defendants failed to pay Plaintiff and members of the California Rule 23 Class all wages earned and unpaid prior to separation of employment, in accordance with either California Labor Code §§ 201-203. Specifically, in direct violation of Labor Code §§ 201-203, despite that Plaintiff's employment relationship with Defendants terminated, Defendants failed to timely pay Plaintiff all her earned wages in her final paycheck. Plaintiff is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action, Defendants maintained a policy or practice of not paying hourly employees all earned wages timely upon separation of employment.

1           188. Defendants’ failure to pay Plaintiff and members of the California Rule  
2 23 all wages earned prior to separation of employment timely in accordance with  
3 California Labor Code §§ 201 and 202 was willful. Defendants had the ability to pay  
4 all wages earned by hourly workers prior to separation of employment in accordance  
5 with California Labor Code §§ 201 and 202, but intentionally adopted policies or  
6 practices incompatible with the requirements of California Labor Code §§ 201 and 202.  
7 Defendants’ practices include failing to pay at least minimum wage for all time worked,  
8 overtime wages for overtime hours worked, failing to pay premium wages for workdays  
9 Defendants did not provide, or timely provide, employees all meal periods and rest  
10 periods in compliance with California law, and failing to reimburse employment-  
11 related expenditures. When Defendants failed to pay its hourly non-exempt workers  
12 all earned wages timely upon separation of employment, they knew what they were  
13 doing and intended to do what they did.

14           189. Pursuant to either California Labor Code §§ 201 or 202, Plaintiff and  
15 members of the California Rule 23 Class are entitled to all wages earned prior to  
16 separation of employment that Defendants did not pay them.

17           190. Pursuant to California Labor Code § 203, Plaintiff and members of the  
18 California Rule 23 are entitled to continuation of their wages, from the day their earned  
19 and unpaid wages were due upon separation until paid, up to a maximum of 30 days.

20           191. As a result of Defendants’ conduct, Plaintiff and members of the  
21 California Rule 23 Class have suffered damages in an amount, subject to proof, to the  
22 extent they were not paid for all wages earned prior to separation.

23           192. As a result of Defendants’ conduct, Plaintiff and members of the  
24 California Rule 23 Class have suffered damages in an amount, subject to proof, to the  
25 extent they were not paid all continuation wages owed under California Labor Code §  
26 203.

27           193. Plaintiff and members of the California Rule 23 Class are entitled to  
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1 recover the full amount of their unpaid wages, continuation wages under § 203, and  
2 interest thereon.

3 **COUNT TWELVE: VIOLATIONS OF THE UCL**

4 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

5 **(Brought by Plaintiff on Behalf of Herself and Members of the California**  
6 **Rule 23 Class)**

7 194. Plaintiff hereby incorporates by reference each and every other paragraph  
8 in this Complaint as if fully pled herein.

9 195. Defendants, and each of them, have engaged and continue to engage in  
10 unfair and unlawful business practices in California by practicing, employing and  
11 utilizing the employment practices outlined above, including, to wit, by: (a) failing to  
12 provide off-duty meal periods in violation of Labor Code §§ 226.7 and 512; (b) failing to  
13 provide off-duty rest periods in violation of Labor Code § 226.7; (c) failing to pay all  
14 applicable overtime and double-time wages for all hours worked in violation of §§ 510,  
15 1194, and 1198; (d) failing to pay all minimum wages for all hours worked in violation  
16 of §§ 1194 and 1197; (e) failing to reimburse all business expenses in violation of § 2802;  
17 and (f) failing to remunerate all employees for all wages due upon separation of  
18 employment in violation of §§ 201-203.

19 196. Defendants’ utilization of such unfair and unlawful business practices  
20 constitutes unfair, unlawful competition and provides an unfair advantage over  
21 Defendants’ competitors.

22 197. Plaintiff seeks individually and on behalf of other members of the  
23 California Rule 23 Class similarly situated, full restitution of monies, as necessary and  
24 according to proof, to restore any and all monies withheld, acquired and/or converted  
25 by the Defendants by means of the unfair practices complained of herein.

26 198. Plaintiff is informed and believes, and based thereon alleges, that at all  
27 times herein mentioned Defendants have engaged in unlawful, deceptive and unfair  
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1 business practices, as proscribed by California Business and Professions Code § 17200,  
2 *et seq.*, including those set forth herein above thereby depriving Plaintiff and other  
3 members of the California Rule 23 Class the minimum working condition standards  
4 and conditions due to them under the California laws as specifically described therein.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, individually, and on behalf of all other similarly  
7 situated persons, requests this Court grant the following relief in Plaintiff's, the  
8 Collective Members' and the Class Members' favor, and against LLS:

- 9 A. For an order conditionally certifying the proposed FLSA Class and  
10 certifying the proposed Ohio Rule 23 Class and California Rule 23 Class;
- 11 B. For an order appointing Plaintiff as the representative of the FLSA Class,  
12 Ohio Rule 23 Class and California Rule 23 Class as described herein;
- 13 C. For the Court to declare and find LLS committed one or more of the  
14 following acts:
  - 15 i. violated the minimum wage and overtime provisions of the FLSA;
  - 16 ii. willfully violated the minimum wage and overtime provisions of the  
17 FLSA;
  - 18 iii. violated the minimum wage and overtime provisions of the OMFWSA;
  - 19 iv. willfully violated the minimum wage and overtime provisions of the  
20 OMFWSA; and
  - 21 v. violated the minimum wage, overtime, meal-and-rest period, expense  
22 reimbursement, and timely wage payment requirements of California  
23 law.
- 24 D. For the Court to award damages and/or restitution in the amounts of all  
25 unpaid minimum and overtime wages, premium wages, unreimbursed  
26 expenses, and waiting-time penalties due and owing to Plaintiff, the  
27 Collective Members, and the Class Members;

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- E. For the Court to award compensatory damages, including liquidated damages pursuant to 29 U.S.C. § 216(b) and Cal. Lab. Code § 1194.2, in amounts to be determined at trial;
- F. For the Court to award prejudgment and post-judgment interest on any damages awarded;
- G. For the Court to award all treble damages, interest, attorney’s fees and costs owed to Plaintiff and the Class Members under the OMFWSA and California law including, but not limited to, California Labor Code §§ 218.5, 1194, 2802, and Code of Civil Procedure § 1021.5;
- H. For the Court to award Plaintiff’s and the Collective Members’ reasonable attorneys’ fees and costs of the action under 29 U.S.C. § 216(b) and all other causes of action set forth in this Complaint;
- I. For the Court to provide a reasonable incentive award for Plaintiff to compensate her for the time she spent attempting to recover wages for the Collective Members and Class Members and for the risks she took in doing so; and
- J. Such other relief as this Court deems just and proper.

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**DEMAND FOR JURY TRIAL**

Plaintiff, the Collective Members, and the Class Members hereby demand a jury trial on all causes of action and claims with respect to which they each have a state and/or federal constitutional right to a jury trial.

DATED: April 18, 2022

Respectfully submitted,  
**KABATECK LLP**

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*Attorneys for Plaintiff and the Putative Classes*

Exhibit A

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**Sharon Oliveira**, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

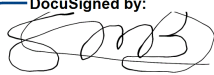
**Language Line Services, Inc.** a Delaware  
Corporation.

Defendant.

No.

**PLAINTIFF SHARON OLIVERIA'S  
CONSENT TO JOIN COLLECTIVE  
ACTION AS NAMED PLAINTIFF**

I, Sharon Oliveira, do hereby consent to be a party plaintiff to the above-entitled action. I have read the complaint to be filed in the United States District Court for the Northern District of California, and authorize my attorneys, the Law Offices of Simon & Simon, Michael Fradin, Attorney at Law, Kabatek LLP and their associated attorneys (“the Attorneys”), to file the Complaint on my behalf and for other employees similarly situated. I authorize the Attorneys to represent me in the Lawsuit and make decisions on my behalf, including how to conduct the Lawsuit, settlement, and all other matters related to the Lawsuit.

DocuSigned by:  
  
EBD6F6F3FF40448...  
Sharon Oliveira

1/25/2022

Date