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10 *Attorneys for Plaintiffs and the Class*

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SANTA CLARA
14 UNLIMITED JURISDICTION

14 TYMUOI HA, AUSTIN BONNER, DAVID
15 RABIL, AND RAYMOND ROBERTS, On
16 Behalf of Themselves and All Others Similarly
Situated,

17 Plaintiffs,

18 v.

19 GOOGLE INC. and URPAN
20 TECHNOLOGIES, INC.

21 Defendants.

Case No. 16-CV-290847

CLASS ACTION

SECOND AMENDED COMPLAINT FOR DAMAGES

1. FAILURE TO PAY OVERTIME WAGES
2. FAILURE TO PAY EARNED WAGES UPON SEPARATION
3. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS
4. UNLAWFUL AND UNFAIR BUSINESS PRACTICES
5. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
6. RETALIATION FOR PROTECTED ACTIVITY
7. VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT

1 Plaintiffs TYMUOI HA, AUSTIN BONNER, DAVID RABIL, AND RAYMOND
2 ROBERTS, individually and on behalf of all others similarly situated, bring this Class Action
3 Complaint against Defendants GOOGLE INC. (“Google”) and URPAN TECHNOLOGIES, INC.
4 (“UrpanTech”) (collectively, “Defendants”). Plaintiffs allege as follows:

5 **I. INTRODUCTION**

6 1. This action is brought by Tymuoi Ha, Austin Bonner, David Rabil and Raymond
7 Roberts on behalf of themselves and all others similarly situated to obtain damages and restitution
8 from Defendants for wage and hour violations. This action is also brought individually by Tymuoi
9 Ha for wrongful termination and retaliation.

10 2. This action seeks to remedy Defendants’ illegal practices, whereby Defendants
11 deliberately and uniformly cheated Plaintiffs and similarly situated workers out of hard-earned
12 wages for their long hours of work and retaliated against those who protested unfair treatment.

13 **II. JURISDICTION AND VENUE**

14 3. This case is properly before this Court because the matter involves issues of state
15 law, and all Defendants, presently and at all times relevant to this action, have conducted substantial
16 and continuous commercial activities in Santa Clara County.

17 4. Google and UrpanTech’s headquarters are both located in Santa Clara County,
18 California.

19 5. At all times mentioned herein, Defendants Google and UrpanTech did substantial
20 business in the State of California and within the County of Santa Clara.

21 6. Plaintiffs worked for Defendant Google in Santa Clara County, California.

22 7. Plaintiff Ha worked for Defendant UrpanTech in Santa Clara County, California.

23 8. Pursuant to Code of Civil Procedure §§ 393, 395, and 395.5, Santa Clara County is
24 an appropriate venue for this case.

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III. THE PARTIES

9. Plaintiff **Tymuoi Ha** is a California resident. Ms. Ha worked as a Sourcer in Google's People Operations from approximately July 15, 2013 until on or about January 30, 2014. She worked full-time and was paid on an hourly basis.

10. Plaintiff **Austin Bonner** is a California resident. Mr. Bonner worked as a Recruiter in Google's People Operations from approximately May 13, 2013 until on or about December 10, 2013. He worked full-time and was paid on an hourly basis.

11. Plaintiff **David Rabil** is a California resident. Mr. Rabil worked as a Recruiter in Google's People Operations from approximately May 6, 2013 until on or about March 11, 2014. He worked full-time and was paid on an hourly basis.

12. Plaintiff **Raymond Roberts** is a California resident. Mr. Roberts worked as a Recruiter in Google's People Operations from approximately July 11, 2013 until on or about February 21, 2014. He worked full-time and was paid on an hourly basis.

13. Defendant **Google** is a Delaware Corporation whose headquarters and principal place of business is 1600 Amphitheatre Parkway, Mountain View, California 94043.

14. Defendant **UrpanTech** is a California staffing corporation that supplies technology companies with temporary and contract workers. UrpanTech's headquarters and principal place of business is 341 Cobalt Way # 208, Sunnyvale, California 94085.

15. Plaintiffs worked at Google's headquarters in Mountain View, California.

16. At all times mentioned in this complaint, Plaintiffs were under the supervision and control of Google, and were, by law, employees of Google.

17. At all times mentioned in this complaint, Plaintiff Ha was also under the supervision and control of UrpanTech, and was, by law, also an employee of UrpanTech.

1 **IV. CLASS ACTION ALLEGATIONS**

2 18. The **Class** that Plaintiffs seek to represent is composed of:

3
4 Individuals who worked for Google in California as temporary or contract
5 sourcers, closers, recruiters, or other personnel who performed substantially
6 the same work as workers with those titles or in those roles in Google’s
7 People Operations department (including, without limitation, temporary
8 workers assigned to the Channels organization) within four years of the
9 filing of the original complaint.

10 19. Plaintiffs are members of the Class. Plaintiffs collectively refer to Class members
11 as “Contract Recruiters.”

12 20. Plaintiffs are informed and believe and thereupon allege that more than two-thirds
13 of the members of the proposed Class are citizens of California.

14 21. In violation of California wage and hour laws, Defendants’ wrongful acts against
15 Plaintiffs and the Class include:

- 16 a. failure to pay wages for all hours worked;
- 17 b. failure to pay all overtime compensation due;
- 18 c. failure to timely pay wages upon separation from employment; and
- 19 d. failure to record, maintain, and timely furnish employees with wage statements
20 and payroll records accurately showing their total hours worked.

21 22. Upon information and belief, the above violations are the result of centralized
22 policies and practices created by Defendant Google’s human resources and payroll departments,
23 and implemented with the assistance of staffing agencies, such as UrpanTech.

24 23. This action may be properly maintained as a class action pursuant to Code of Civil
25 Procedure § 382 because there is a well-defined community of interest in the litigation and the
26 proposed Class is easily ascertainable.

27 a. **Numerosity:** The potential members of the Class as proposed are so
28 numerous that joinder of all of its members is impracticable. The size of the Class is believed to
exceed 100 individuals. The precise Class list is ascertainable through Defendants’ payroll,
employment, and other records.

1
2 b. **Commonality:** Common questions of law and fact predominate over any
3 questions affecting only individual Class members. These common questions include, but are not
4 limited to: (i) whether Defendant Google’s uniform right of control requires that Class members
5 be considered Google’s employees; (ii) whether Defendants had policies and practices forbidding
6 or discouraging the reporting and claiming of overtime by Class members; (iii) whether Defendants
7 violated the Labor Code and applicable Wage Orders by failing to pay overtime compensation
8 earned and due to Class members; (v) whether Defendants violated Labor Code § 1174 by failing
9 to keep accurate records of Class members’ daily and weekly work time; (vi) whether Defendants’
10 failure to provide formerly employed Class members with all wages due upon separation violated
11 Labor Code §§ 201, 202 and 203; (vii) whether Defendants’ failure to provide Class members with
12 accurate wage statements violated Labor Code § 226; (viii) whether Defendants knowingly and
13 willfully violated California wage and hour laws; and (ix) whether Defendants violated Business
14 and Professions Code § 17200 by virtue of its violations of the Labor Code.

15 c. **Typicality:** Plaintiffs have suffered the same violations and similar injuries
16 as other Class members arising out of and caused by Defendants’ common course of conduct in
17 violation of law as alleged herein.

18 d. **Adequacy of representation:** Plaintiffs are members of the Class and will
19 fairly and adequately represent and protect the interests of all Class members. Plaintiffs are
20 represented by counsel who are competent and experienced in litigating wage and hour and other
21 employment class actions.

22 e. **Superiority of a class action:** A class action is superior to other available
23 means for the fair and efficient adjudication of this controversy. Class action treatment will permit
24 a large number of similarly situated persons to prosecute their common claims in a single forum
25 simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that
26 numerous individual actions engender. Because the losses, injuries, and damages suffered by each
27 of the individual Class members are relatively small, the expenses and burden of individual
28 litigation would make it extremely difficult, if not impossible, for the individual Class members to

1 redress the wrongs done to them. Additionally, important public interests will be served by
2 addressing the matter as a class action. The adjudication of individual litigation claims would
3 result in a great expenditure of Court and public resources. Treating the claims as a class action
4 will result in a significant saving of these costs. The prosecution of separate actions by individual
5 members of the Class would create a risk of inconsistent and/or varying adjudications with respect
6 to the individual members of the Class, establishing incompatible standards of conduct for
7 Defendants and resulting in the impairment of Class members' rights and the disposition of their
8 interests through actions to which they were not parties. The issues in this class action can be
9 decided by means of common, class-wide proof. In addition, the Court can, and is empowered to,
10 fashion methods to efficiently manage this action as a class action.

11 **V. FACTUAL ALLEGATIONS**

12 24. At all relevant times, Google worked with staffing agencies, including UrpanTech,
13 to engage and employ Contract Recruiters to work for Google. Contract Recruiters worked as part
14 of Google's "world-class recruiting team" to find and develop relationships with candidates, guide
15 candidates through the hiring process, drive the interview and offer process, close the deal with
16 candidates, and overall fulfill the staffing needs of Google.

17 25. UrpanTech is a staffing agency that works closely with Google to hire Contract
18 Recruiters, including Plaintiff Ha, to work for Google. UrpanTech hired and processed payroll for
19 Plaintiff Ha and other Contract Recruiters.

20 26. UrpanTech suffered and permitted Plaintiff Ha and other Contract Recruiters to
21 perform work for the benefit of UrpanTech. Along with Google, UrpanTech was an employer of
22 Plaintiff Ha and other Contract Recruiters

23 27. At all relevant times, Google was an employer of Plaintiffs and all other Class
24 members who were recruited to work for Google as Contract Recruiters. Google suffered and
25 permitted Plaintiffs and all other Class members to perform work for the benefit of Google. Google
26 also exercised control over the wages, hours, and/or working conditions of the Class members,
27 including the Plaintiffs.

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1 28. Staffing agencies, including UrpanTech, did not hire someone to work as a Contract
2 Recruiter at Google unless Google agreed to hire that individual. Google directly interviewed
3 candidates, including Plaintiffs, as if it were directly recruiting them.

4 29. Plaintiffs and Class members worked alongside permanent Google employees who
5 did the same work. Plaintiffs and Class members were directly supervised by Google managers
6 within the regular Google hierarchy and had to follow Google's policies. All of the terms and
7 conditions of day to day work were set by Google. Google provided the office space, computers,
8 and other equipment for Class members to do their jobs for Google. Critically, Google established,
9 controlled, and communicated to Plaintiffs and the other Class members the policies regarding
10 hours and wages that are at issue in this action. For example, overtime payments are determined
11 by Google policy even though paychecks are paid through staffing agencies like UrpanTech.

12 30. Through UrpanTech, Plaintiff Ha received a one-year contract assignment to work
13 for Google as a Contract Recruiter and report to a Google manager. The contract assignment was
14 at-will and Plaintiff Ha was subject to termination by UrpanTech or Google. At the same time,
15 Defendants informed Plaintiff Ha of the opportunity for extensions of her assignment at Google or
16 conversion to Google's payroll and permanent employment.

17 31. Likewise, Plaintiffs Bonner, Rabil, and Roberts received one-year contract
18 assignments to work for Google as Contract Recruiters and report to Google managers. Their
19 contract assignment was at-will, and Plaintiffs Bonner, Rabil, and Roberts were subject to
20 termination by Google, as well as the staffing agencies through which they were hired. At the same
21 time, Plaintiffs Bonner, Rabil, and Roberts were informed that contingent upon performance, their
22 assignments could be extended and/or they could be converted to permanent employees on
23 Google's payroll.

24 32. Plaintiffs are informed and believe and thereupon allege that all Class members
25 work for Google on substantially similar terms and start with one-year assignments.

26 33. Plaintiffs are informed and believe and thereupon allege that staffing agencies,
27 including UrpanTech, acted as Google's agents in setting the terms and conditions of employment.
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1 Plaintiffs are informed and believe and thereupon allege that their compensation terms and
2 conditions were set by Google, and that all funds for her compensation came from Google through
3 the staffing agencies.

4 34. Google sourced Contract Recruiters to work in People Operations from numerous
5 staffing agencies, including UrpanTech.

6 35. Plaintiffs are informed and believe and thereupon allege that Google applied the
7 same policies and practices alleged herein to all Class members, regardless of the staffing agency
8 involved in the employment relationship.

9 36. Google is an employer of all Contract Recruiters, regardless of which staffing
10 agency recruited them to work for Google.

11 37. Plaintiffs are informed and believe and thereupon allege that Defendants have
12 uniformly subjected all Class members to unlawful labor practices, as set forth below.

13 **Failure to pay earned overtime compensation**

14 38. During all relevant times, Contract Recruiters have been non-exempt under the
15 overtime laws and paid on an hourly basis.

16 39. Defendants' policy and practice is to restrict (or cap) the amount of overtime they
17 pay to individual Contract Recruiters regardless of the amount of overtime hours actually worked.

18 40. Defendants set numeric limits on the amount of overtime hours that Contract
19 Recruiters were allowed to report. At times, the numeric limit was zero (0) overtime hours.

20 41. At the same time, Defendants suffered and permitted Plaintiffs and the other Class
21 members to work additional, unpaid overtime hours in order to succeed in their jobs and meet
22 performance metrics.

23 42. Defendants instructed Plaintiffs and the other Class members to not report more
24 than the capped amount of overtime.

25 43. Defendants knew or had reason to know that Plaintiffs and the other Class members
26 worked more hours than Defendants compensated.

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1 44. Plaintiffs and the other Class members were subject to the control of the Defendants
2 while they performed their work as Contract Recruiters.

3 45. Plaintiffs and the other Class members regularly worked more than eight hours per
4 weekday. Indeed, it was common for Contract Recruiters to work twelve or more hours in a
5 workday.

6 46. In addition to working Monday through Friday, Plaintiffs and the other Class
7 members frequently worked on weekends.

8 47. Plaintiffs and the other Class members regularly worked more than forty hours per
9 week.

10 48. Plaintiffs and the other Class members regularly were not compensated for all
11 overtime hours worked.

12 **Failure to keep accurate time records and to furnish accurate wage statements and payroll**
13 **records to Class members**

14 49. As a result of Defendants’ policy and practice, Defendants failed to keep accurate
15 records of when Plaintiffs and the other Class members began and ended each work period, and
16 failed to keep accurate records of total hours worked daily and weekly. Defendants’ failure to
17 accurately record Class members’ hours of compensable work was willful.

18 50. As a result of Defendants’ policy and practice, Defendants failed to furnish itemized
19 wage statements to Plaintiffs and the other Class members that accurately stated the hours worked.
20 Defendants’ failure to provide accurate itemized wage statements was willful.

21 **Failure to pay all wages due to Class members at the end of the employment relationship**

22 51. Defendants willfully failed to immediately pay Plaintiffs and the other Class
23 members all earned wages, including overtime, upon their separation from their positions at
24 Google.

25 **Google and UrpanTech’s retaliation against Plaintiff Ha**

26 52. In January 2014, Plaintiff Ha complained to Ankur Gupta, her immediate supervisor
27 and a permanent manager at Google, about Defendants’ failure to pay Contract Recruiters for
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1 overtime worked. Ms. Ha specifically complained that it was wrong that Defendants did not pay
2 her and the other Contract Recruiters for overtime hours worked when they knew that the Contract
3 Recruiters were working these hours and encouraged them to work the hours. Manager Gupta
4 responded that there was nothing he could do.

5 53. Later, Plaintiff Ha was contacted by Benjamin Blundell, a permanent manager at
6 Google who was Manager Gupta's boss. Manager Blundell told Plaintiff Ha that her complaint to
7 Manager Gupta was inappropriate and that she needed to apologize to Mr. Gupta.

8 54. Afraid of losing her job, Plaintiff Ha obeyed Manager Blundell's instruction and
9 apologized to Manager Gupta, saying to Mr. Gupta that she understood that there was nothing he
10 could do.

11 55. Shortly thereafter, Defendants UrpanTech and Google fired Plaintiff Ha. Ms. Ha's
12 last day of employment was on or about January 30, 2014.

13 56. The reason for Plaintiff Ha's termination was her good faith complaint about
14 Defendants failing to pay her and other Contract Recruiters for all overtime hours worked.

15 **Defendants admitted that Plaintiff Ha and other Contract Recruiters were not paid for all**
16 **overtime worked**

17 57. After she was terminated, Defendants communicated with Plaintiff Ha regarding
18 her overtime hours worked but not paid, and subsequently permitted Plaintiff Ha to submit a report
19 of the overtime hours that Defendants' managers did not allow her to claim in the past.

20 58. Defendants acknowledged that they had failed to compensate Plaintiff Ha for her
21 overtime worked. However, even after this admission, Defendants refused to pay her for all
22 overtime owed.

23 59. Based upon information and belief, Defendants have also acknowledged that they
24 failed to pay other Contract Recruiters for overtime hours worked, but failed to pay them for all
25 overtime owed.
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1 **FIRST CAUSE OF ACTION**
2 **FAILURE TO PAY OVERTIME WAGES**
3 **(California Labor Code §§ 510, 1194 and the IWC Wage Orders; Brought by Plaintiffs on**
4 **Behalf of Themselves and the Class Against Defendants)**

5 60. Plaintiffs, on behalf of themselves and the Class, repeat and re-allege each and every
6 allegation contained in the foregoing paragraphs as if fully set forth herein.

7 61. During all relevant times, Defendants engaged in a widespread pattern and practice
8 of failing to pay the Class members for hours worked in excess of eight hours per workday and
9 forty hours per workweek.

10 62. During all relevant times, Defendants were employers of the Class members under
11 the IWC Wage Orders and the Labor Code, including section 1194.

12 63. During all relevant times, Defendants required, and continue to require, Contract
13 Recruiters to work in excess of eight hours per workday and forty hours per workweek.

14 64. During all relevant times, the California Labor Code § 510 and the applicable Wage
15 Orders required that an employer compensate all work performed by an employee in excess of
16 eight hours in one workday or in excess of forty hours in any one workweek, and all work
17 performed by an employee during the first eight hours worked on the seventh day of work in any
18 one workweek, at one and one-half times the employee's regular rate of pay.

19 65. During all relevant times, the California Labor Code § 510 and the applicable Wage
20 Orders required that an employer compensate all work performed by an employee in excess of
21 twelve hours in one workday, and all work in excess of eight hours on any seventh day of a
22 workweek, at twice the employee's regular rate of pay.

23 66. Defendants knowingly and willfully failed to pay overtime wages earned and due
24 to the Class members who worked eight or more hours in a workday.

25 67. Defendants knowingly and willfully failed to pay overtime wages earned and due
26 to the Class members who worked forty or more hours in a workweek.

27 68. Defendants' conduct has deprived the Class members of full and timely payment
28 for all overtime hours worked in violation of the California Labor Code.

1 69. As a result of Defendants' willful and unlawful failure to pay the Class properly
2 earned overtime wages, Plaintiffs and the other Class members are entitled to recover their unpaid
3 overtime compensation and the relief requested below.

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5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO PAY EARNED WAGES UPON SEPARATION**
7 **(California Labor Code §§ 201, 202, 203; Brought by Plaintiffs on**
8 **Behalf of Themselves and the Class Against Defendants)**

9 70. Plaintiffs, on behalf of themselves and the Class, repeat and re-allege each and every
10 allegation contained in the foregoing paragraphs as if fully set forth herein.

11 71. California Labor Code §§ 201 and 202 require Defendants to pay all compensation
12 due and owing to Plaintiffs and Class members immediately upon discharge or within seventy-two
13 hours of resignation. Defendants have operated under and continue to operate under a common
14 policy and plan of willfully failing and refusing to pay unpaid wages and overtime owed to
15 Plaintiffs and the other Class members upon separation from employment, as required by Sections
16 201 and 202.

17 72. As a result of Defendants' willful failure to pay Plaintiffs and other Class members
18 owed wages upon separation from employment, Defendants are liable for statutory waiting time
19 penalties pursuant to California Labor Code § 203.

20 **THIRD CAUSE OF ACTION**
21 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**
22 **(California Labor Code § 226; Brought by Plaintiffs on**
23 **Behalf of Themselves and the Class Against Defendants)**

24 73. Plaintiffs, on behalf of themselves and the Class, repeat and re-allege each and every
25 allegation contained in the foregoing paragraphs as if fully set forth herein.

26 74. California Labor Code § 226(a) requires employers to provide employees, semi-
27 monthly or at the time of each payment of wages, with a statement that accurately reflects certain
28 itemized information, including total number of hours worked. Defendants knowingly and
intentionally failed to furnish and continue to fail to furnish Plaintiffs and each Class member with
timely and accurate wage statements that accurately reflect total number of hours worked and
wages earned, as required by Section 226.

1 private enforcement is great, and the risks to the Plaintiffs for stepping forward are also significant.
2 As such, Plaintiffs would be entitled to attorneys' fees should they prevail, and such fees should
3 not in the interest of justice be paid out of the recovery.
4

5 **FIFTH CAUSE OF ACTION**
6 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
7 **(Common Law, Brought by Plaintiff Ha on Behalf of Herself Against Defendants)**

8 83. Plaintiff Ha repeats and re-alleges each and every allegation contained in the
9 foregoing paragraphs as if fully set forth herein.

10 84. California recognizes a common law claim for wrongful termination where the
11 discharge is in violation of a fundamental public policy.

12 85. Wage and hour laws concern the public health and general welfare, as well as the
13 welfare of employees themselves.

14 86. Under California law, employees have a right to be paid for all wages earned.

15 87. An employer's duty to pay earned overtime wages is a fundamental public policy
16 affecting the broad public interest.

17 88. It is a crime under Labor Code § 1199 for an employer to fail to pay overtime wages
18 as fixed by the Industrial Welfare Commission.

19 89. Under California common law, it is a tortious act for an employer to terminate an
20 employee for complaining that she was not paid for overtime worked.

21 90. Under California common law, it is a tortious act for an employer to terminate an
22 employee for complaining that other employees were not paid for overtime worked.

23 91. Plaintiff Ha complained to Defendants in good faith about their failure to pay
24 overtime worked by her and other Contract Recruiters.

25 92. Defendants terminated Plaintiff Ha in retaliation for her complaint of unpaid
26 overtime.

27 93. The termination caused Plaintiff Ha monetary and other harm.

28 94. Plaintiff Ha requests relief as described below.

1 Labor Code Sections 201, 202, 203, 226, 510, 1174, and 1194

2 105. Plaintiffs were employees of Google who have been aggrieved by Google's
3 violations of the aforementioned Labor Code provisions.

4 106. Plaintiff Ha was an employee of UrpanTech who has been aggrieved by
5 UrpanTech's violations of the aforementioned Labor Code provisions.

6 107. By letter dated March 20, 2017, Plaintiff Ha gave written notice by certified mail to
7 the Labor and Workforce Development Agency ("LWDA"). An Amended PAGA Claim Notice
8 was submitted on April 26, 2017 to the LWDA which added Plaintiffs Bonner, Rabil, and Roberts
9 as PAGA representatives.

10 108. Defendants, through their respective counsel of record, have been given written
11 notice of the specific provisions of the Labor Code alleged to have been violated, including the
12 facts and theories to support the alleged violations.

13 109. Plaintiffs have exhausted administrative remedies in accordance with Labor Code
14 Section 2699.3. Plaintiffs did not receive written notification from the LWDA of the State's
15 intention to investigate the allegations set forth in Plaintiffs' March 20, 2017 certified mail notice.

16 110. Plaintiffs request penalties against all Defendants as allowed under Labor Code §
17 2699.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs, on behalf of themselves and the Class, requests the following
20 relief against Defendants:

21 A. Certify this action as a Class Action on behalf of the Class and designate Plaintiffs
22 as the Class representatives pursuant to Code of Civil Procedure 382;

23 B. Award damages to Plaintiffs and the Class, including unpaid overtime wages and
24 statutory damages, in an amount to be determined at trial;

25 C. Award damages to Plaintiff Ha, including back pay, front pay, compensatory
26 damages, and statutory damages, in an amount to be determined at trial, for her claims of retaliation
27 and wrongful termination.
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1 D. Order Defendants to pay various civil penalties under the Private Attorneys General
2 Act of 2004, Cal. Labor Code § 2698, *et seq.*;

3 E. Order Defendants to pay restitution to Plaintiffs and the Class;

4 F. Order equitable accounting to identify, locate, and restore to Plaintiffs and the other
5 Class members their wages due;

6 G. Enjoin Defendants from engaging in the practices challenged herein, to cease and
7 desist from unlawful activities, and to remedy all violations of the California Labor Code in their
8 practices and procedures in the future;

9 H. Award penalties available under applicable laws, including waiting time penalties;

10 I. Award punitive damages in amount sufficient to punish Defendants and deter future
11 retaliation and discrimination of the same kind;

12 J. Award costs and expenses, including reasonable attorneys' fees, costs, and expert
13 fees, pursuant to Labor Code §§ 226 and 1194, Code of Civil Procedure § 1021.5, and all other
14 applicable statutes;

15 K. Award pre-judgment and post-judgment interest, as provided by law; and

16 L. Order such other and further legal and equitable relief as this Court deems
17 necessary, just, and proper.

18
19 Respectfully submitted,

20 Dated: June 6, 2017

SANFORD HEISLER SHARP, LLP

21
22 By:



Michael D. Palmer (admitted *pro hac vice*)

23
24 *Attorney for Plaintiffs and the Class*