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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

01/09/2025
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

HEATHER GAZITT, Individually and
for Others Similarly Situated,

Plaintiffs,

v.

APFS, LLC d/b/a ADDISON
PROFESSIONAL FINANCIAL
SEARCH,

Defendant.

Case No. CGC-25-621289

ORIGINAL CLASS ACTION
COMPLAINT FOR VIOLATIONS OF:

- (1) Failure to Pay Overtime (Lab. Code § 510);
- (2) Failure to Authorize and Permit and/or Make Available Meal and Rest Periods (Labor Code §§ 226.7 and 512);
- (3) Failure to Provide Timely and Accurate Itemized Wage Statements (Labor Code § 226);
- (4) Waiting Time Penalties (Labor Code §§ 201-203); and
- (5) Unlawful Business Practices (Bus. & Prof. Code §§ 17200 *et seq.*).

DEMAND FOR JURY TRIAL

SUMMARY

1. Heather Gazitt (“Gazitt”) brings this class action to recover unpaid wages and other damages from APFS, LLC d/b/a Addison Professional Financial Search (“Addison”).

2. Plaintiff worked for Addison as a non-exempt recruiter in California.

3. Gazitt and the Putative Class Members (as defined below) regularly worked more than 8 hours in a day and/or 40 hours in a workweek.

4. But Addison did not pay them overtime wages.

5. Instead of paying overtime wages, Addison uniformly misclassified Gazitt and the Putative Class Members as exempt employees and paid them a salary with no overtime compensation.

6. Addison’s uniform salary with no overtime pay scheme violates various provisions of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders by depriving the Putative Class Members of “time and a half” overtime pay they are owed for all hours worked after 8 in a day and 40 in a week. (*See* CAL. LAB. CODE § 510; IWC Wage Order No. 5-2001(3)(A)(1).)

7. Additionally, Addison fails to authorize, permit, and/or make available compliant meal periods to the Putative Class Members (Addison’s “meal period policy”).

8. And when Gazitt and the other Putative Class Members work 10 hours in a workday, Addison fails to authorize, permit, and/or make available a second compliant meal period.

9. Instead, Addison requires Gazitt and the other Putative Class Members to remain on duty and perform work throughout their shifts.

10. Addison also fails to authorize, permit, and/or make available compliant rest periods to these employees for every four hours worked or major fraction thereof (Addison’s “rest period policy”).

11. Despite depriving Gazitt and the other Putative Class Members of compliant meal and rest periods, Addison does not pay these employees the required premium pay for the first missed meal and rest period each workday.

12. Further, as a result of its unlawful employment practices, Addison also violates the

1 accurate wage statement provisions of the Labor Code and applicable Wage Order(s) by depriving
2 Gazitt and the other Putative Class Members of wage statements that accurately reflect all their
3 hours worked and all wages actually earned.

4 13. And, as a result of Addison's unlawful employment practices, Gazitt and other
5 former Putative Class Members are not paid all wages due and owing upon termination of
6 employment in a timely manner.

7 14. Finally, Addison's unlawful employment practices violate the California Unfair
8 Competition Law ("UCL") by practicing, employing, and utilizing the employment practices
9 outlined above by knowingly denying Gazitt and the other Putative Class Members: (1) overtime
10 wages; (2) accurate itemized wage statements; and/or (3) all wages owed upon termination.

11 JURISDICTION & VENUE

12 15. This Court has jurisdiction over Gazitt's claims pursuant to the California
13 Constitution, Article VI, section 10, which grants the Superior Court "original jurisdiction on all
14 other causes" except those given by statute to other courts. The statutes under which this Action
15 is brought do not specify any other basis for jurisdiction.

16 16. The Court has personal jurisdiction over Addison because Addison maintains
17 offices in this County, employs numerous workers in this County (including Gazitt), and is
18 registered to do business in the State of California.

19 17. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393,
20 395, and/or 395.5.

21 18. Specifically, Addison employed Gazitt in San Francisco County, and Gazitt's claims
22 arose in this County.

23 PARTIES

24 19. Gazitt worked for Addison as a Recruiter in San Francisco, California from
25 approximately October 2022 to December 2023.

26 20. Throughout her employment, Addison classified Gazitt as exempt and paid her on
27 a salary basis with no daily or weekly overtime compensation.

28 21. Throughout her employment, Addison failed to provide Gazitt with compliant meal

1 and rest periods and failed to pay her the required premium pay for each meal and rest period
2 Addison denied her.

3 22. Gazitt brings this class action on behalf of herself and all other similarly
4 situated Addison recruiters who were misclassified as exempt and paid on a salary basis with no
5 overtime compensation.

6 23. Addison uniformly misclassifies these employees as exempt from overtime and pays
7 them a salary with no overtime compensation in violation of the California wage laws.

8 24. Thus, Addison uniformly failed to pay these Putative Class Members overtime and
9 double time wages for all overtime and double hours worked, respectively, in willful violation of the
10 Labor Code and applicable Wage Order(s).

11 25. Likewise, Addison failed to provide Gazitt and Putative Class Members with
12 compliant itemized wage statements in violation of the Labor Code.

13 26. Likewise, Addison failed to pay Gazitt and its former Putative Class Members all
14 wages owed at the end of their employment in violation of the Labor Code and applicable Wage
15 Order(s).

16 27. Gazitt seek to represent a class under the Labor Code and UCL pursuant to C.C.P.
17 § 382.

18 28. The putative class of similarly situated employees is defined as:

19
20 **All current and former Addison recruiters who were**
21 **classified as exempt from overtime and paid a salary with no**
22 **overtime compensation at any time during the four (4) years**
prior to the filing of this Original Complaint until final
resolution of this Action (the “Class Members” or “Putative
Class Members”).

23 29. Addison is a Delaware limited liability company registered to do business in
24 California.

25 30. Addison’s headquarters and principal place of business is in Chicago, Illinois.

26 31. Addison may be served with process by serving its registered agent: **CSC – Lawyers**
27 **Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California,**
28 **95833.**

1 **FACTS**

2 32. Addison offers staffing and recruiting services in “industry sectors [such as]
3 information technology, finance and accounting, non-clinical healthcare, human resources,
4 administrative, and digital marketing.”¹

5 33. To provide these services to its clients, Addison employs recruiting personnel,
6 including the Putative Class Members, across the country, including in California.

7 34. Addison uniformly classifies these Putative Class Members (including Gazitt) as
8 exempt and pays them a salary with no overtime compensation.

9 35. While exact job titles and precise job duties may differ, these employees are
10 subjected to the same or similar policy—Addison’s exemption misclassification scheme and
11 Addison’s meal break policies—for similar work.

12 36. For example, Gazitt worked for Addison as a Recruiter from approximately October
13 2022 to December 2023.

14 37. As a Recruiter, Gazitt’s and Putative Class Members’ primary responsibilities
15 included calling and emailing potential candidates, preparing profiles of these workers, screening
16 candidates’ qualifications, preparing candidates for interviews and placing them in positions in
17 accordance with Addison’s (and its clients’) policies, procedures, specifications, and expectations.

18 38. As Recruiters, Gazitt and Putative Class Members perform non-exempt job duties
19 including calling potential employees for placement into companies that contracted with Addison.

20 39. Gazitt’s and Putative Class Members’ job functions were primarily technical in
21 nature, requiring little to no official training, much less a college education or other advanced
22 degree.

23 40. Addison uniformly subjected Gazitt and Putative Class Members to policies and
24 procedures which dictated their day-to-day activities.

25 41. The recruiting work Gazitt and Putative Class Members perform is an essential and
26 integral part of Addison’s core business.

27
28 ¹ <https://addisongroup.com/services/staffing-services/> (last visited Dec. 23, 2024).

1 42. Gazitt and Putative Class Members are “line employees” of Addison.

2 43. No advanced degree is required to become an Addison Recruiter.

3 44. Being an Addison Recruiter does not require specialized academic training as a
4 standard prerequisite.

5 45. Gazitt and Putative Class Members do not have any supervisory or management
6 duties.

7 46. To the extent Gazitt and Putative Class Members make “decisions,” such decisions
8 do not require the exercise of independent discretion and judgment.

9 47. Instead, Gazitt and Putative Class Members apply well-established techniques and
10 procedures, and use established standards to evaluate any issues.

11 48. Gazitt and Putative Class Members do not set the techniques and procedures
12 utilized to perform their job duties and do not set quality standards.

13 49. Addison’s Recruiters, including Gazitt and Putative Class Members, are not
14 allowed to deviate from the techniques and procedures utilized to perform their job duties or from
15 any quality standards.

16 50. With these job duties, Gazitt and Putative Class Members are clearly non-exempt
17 employees under the California wage laws and, therefore, entitled to overtime compensation.

18 51. But Addison does not pay Gazitt and the Putative Class Members overtime
19 compensation when they work in excess of 8 hours in a day and/or in excess of 40 hours in a
20 workweek in violation of California wage laws.

21 52. This is despite Gazitt and Putative Class Members regularly working 10-to-12 hours
22 a day for 5-to-6 days a week.

23 53. Gazitt worked more than 8 hours in a least one workday during the four years before
24 this Complaint was filed.

25 54. Likewise, each Putative Class Member worked more than 8 hours in at least one
26 workday during the four years before this Complaint was filed.

27 55. But Addison does not pay these employees overtime compensation.

28 56. Rather, under Addison’s uniform exempt misclassification and salary with no

1 overtime pay scheme, Gazitt and Putative Class Members are denied overtime compensation when
2 they work in excess of 8 hours in a day and/or 40 hours in a week in violation of the California wage
3 laws.

4 57. Addison knows Gazitt and Putative Class Members routinely work more than 8
5 hours in a day, and often work 10-to-12 hours in a day, because Addison expects and requires these
6 employees to do so.

7 58. But Addison does not pay Gazitt and Putative Class Members overtime wages for
8 the overtime hours they work in a day or week in violation of the FLSA and/or California wage
9 laws.

10 59. When Addison and the Putative Class Members worked more than 8 hours in a
11 workday, Addison did not pay them 1.5 times their regular hourly rate for all overtime hours worked.

12 60. Additionally, when Gazitt and the Putative Class Members worked more than 12
13 hours in a workday, Addison did not pay them double their regular hourly rate for all such “double
14 time” hours worked.

15 61. In addition to depriving Gazitt and Putative Class Members of overtime wages,
16 Addison also fails to provide Gazitt and Putative Class Members with compliant meal and rest
17 periods.

18 62. Instead, Addison requires Gazitt and Putative Class Members to work continuously
19 throughout their shifts, and these employees are never fully relieved of all their duties for 30
20 consecutive minutes.

21 63. Addison expected and required Putative Class Members, including Gazitt, to be
22 available to work during their entire shifts, even during any attempted meal and rest breaks.

23 64. As a result, the time worked by Gazitt and Putative Class Members goes
24 unrecorded.

25 65. Addison fails to pay Gazitt and Putative Class Members premium wages for their
26 missed breaks in violation of California law.

27 66. Addison also does not provide Gazitt and Putative Class Members with accurate
28 itemized wage statements as required by California law.

1 67. The wage statements provided to Gazitt and the Putative Class Members are not
2 accurate because they do not reflect the actual hours worked by Gazitt and Putative Class Members.

3 68. As a result of Addison's misclassification of Gazitt and Putative Class Members as
4 exempt from overtime when such employees are properly categorized as non-exempt, the wage
5 statements provided by Addison do not contain accurate number of hours worked, and do not
6 accurately reflect the actual gross wages earned, overtime wages earned, premium pay earned,
7 and/or actual net wages earned.

8 69. Addison knew, or should have known, it was subject to the California wage laws,
9 including their respective overtime, recordkeeping, wage statement, and meal and rest period
10 provisions.

11 70. Addison knew, or should have known, the California wage laws require it to pay
12 employees, including Gazitt and Putative Class Members, overtime wages at rates not less than 1.5
13 times these employees' regular rates of pay for all hours worked in excess of 40 hours in a
14 workweek.

15 71. Addison knew, or should have known, California wage laws require it to pay
16 employees, including Gazitt and Putative Class Members, overtime wages at rates not less than 1.5
17 times these employees' regular rates of pay for all hours worked in excess of 8 hours in a workday
18 and double time wages at rates not less than 2 times these employees' regular rates of pay for all
19 hours worked in excess of 12 hours in a workday.

20 72. Addison knew, or should have known, Gazitt and Putative Class Members worked
21 more than 8 hours in a day because Addison expected and required them to do so.

22 73. Addison knew, or should have known, Gazitt and Putative Class Members worked
23 more than 40 hours in a week because Addison expected and required them to do so.

24 74. Addison knew, or should have known, Gazitt and Putative Class Members were
25 non-exempt employees and, therefore, entitled to overtime compensation.

26 75. Addison knew, or should have known, California wage laws require it to provide
27 California employees, including Gazitt and Putative Class Members, a 30-minute meal period when
28 they work more than 5 hours in a day, as well as a second 30-minute meal period when they work

1 more than 10 hours in a day.

2 76. Addison knew, or should have known, Gazitt and Putative Class Members work
3 continuously throughout their shifts and are deprived of compliant *bona fide* meal periods.

4 77. Addison knew, or should have known, California wage laws require it to provide
5 California employees, including Gazitt and Putative Class Members, a 10-minute rest period for
6 every 4 hours of work.

7 78. Addison knew, or should have known, California wage laws require it to pay
8 California employees, including Gazitt and Putative Class Members, one hour of premium pay at
9 their regular rates of pay for each workday that a compliant meal and/or rest period is not timely
10 provided.

11 79. Addison knowingly, willfully, and/or in reckless disregard carried out these illegal
12 policies and practices that deprived Gazitt and Putative Class Members of overtime compensation
13 and/or meal and rest period premium pay in violation of the California wage laws.

14 80. Nonetheless, Addison failed to pay Gazitt and Putative Class Members overtime
15 compensation for all hours worked.

16 81. Likewise, Addison failed to pay Gazitt and Putative Class Members premium pay
17 for the meal and rest periods Addison illegally denied them.

18 82. Addison's common course of wage-and-hour abuse includes routinely failing to
19 maintain true and accurate records of the hours worked by Gazitt and Putative Class Members.

20 83. In particular, Addison failed to record hours that Gazitt and Putative Class
21 Members worked during their shifts due to Addison's misclassification scheme, as well as during
22 missed meal and rest periods.

23 84. Addison's failure to pay Gazitt and Putative Class Members overtime pay was
24 neither reasonable, nor was the decision not to pay these employees overtime compensation made
25 in good faith.

26 85. Likewise, Addison's failure to pay Gazitt and Putative Class Members premium pay
27 for the missed meal/rest periods was neither reasonable, nor was the decision not to pay these
28 employees premium pay for their denied meal/rest periods made in good faith.

1 86. Further, Addison did not provide Gazitt and Putative Class Members with full
2 payment of all wages owed at the end of employment.

3 87. As these workers are owed for unpaid overtime wages and premium wages when
4 their employment ends, and these amounts remain unpaid under Addison's policies and practices,
5 Addison fails to pay all wages due upon termination. As a consequent, Addison is subject to waiting
6 time penalties.

7 88. Addison's violations of the California wage laws was willful, carried out in bad faith,
8 and caused significant damages to these workers.

9 **C.C.P. § 382 CLASS ACTION ALLEGATIONS**

10 89. Gazitt incorporates all other paragraphs by reference.

11 90. Gazitt brings her claims as a class action on behalf of herself and the other Putative
12 Class Members pursuant to Code of Civil Procedure § 382.

13 91. The Putative Class Members were uniformly victimized by Addison's illegal
14 misclassification and salary with no overtime pay scheme, which are in willful violation of
15 California law.

16 92. The Putative Class is properly defined *supra*, at Paragraph 29.

17 93. This Action has been brought and may properly be maintained as a class action
18 because there is a well-defined community of interest in the litigation and the proposed Class is
19 easily ascertainable.

20 94. Gazitt is informed and believe that the number of Potential Class Members exceeds
21 50.

22 95. This volume makes bringing the claims of each individual member of the Class
23 impracticable.

24 96. Likewise, joining each individual member of the Class as a plaintiff in this action is
25 impracticable.

26 97. The identities of the Class will be determined from Addison's records, as will the
27 compensation paid to each of them.

28 98. As such, a class action is a reasonable and practical means of resolving these claims.

1 99. To require individual actions would prejudice both the Class Members and
2 Addison.

3 100. There are questions of law and fact common to Gazitt and the Class Members that
4 predominate over any questions affecting only individual members of the Class.

5 101. These common questions of law and fact include, but are not limited to:

- 6 a. Whether Addison misclassified Gazitt and the Class Members as exempt from
7 overtime in violation of California law;
- 8 b. Whether Addison engaged in a policy or practice of failing to pay Gazitt and the
9 Class Members overtime wages, at either one and one-half times or double the
10 regular rate of pay, in violation of California law;
- 11 c. Whether Addison failed to authorize and permit, make available, and/or provide
12 Gazitt and Class Members with timely meal and rest periods which they are entitled
13 in violation of California law;
- 14 d. Whether Addison failed to pay Gazitt and the Class Members the requisite premium
15 pay for each workday that a meal and/or rest period was denied in violation of
16 California law;
- 17 e. Whether Addison failed to provide Gazitt and the Class Members with timely,
18 accurate and compliant itemized wage statements in violation of California law;
- 19 f. Whether Addison failed to timely pay Gazitt and the Class Members for all wages
20 owed upon termination of employment in violation of California law;
- 21 g. Whether Addison's violations of the California wage laws resulting from a
22 continuing course of conduct;
- 23 h. Whether Addison's decision to pay Gazitt and the Class Members overtime
24 compensation was made in good faith;
- 25 i. Whether Addison's violations of the California wage laws were willful and knowing;
- 26 j. Whether Addison violated the Business and Professions Code §§ 17200 *et seq.* by:
 - 27 i. Misclassifying Class Members as exempt from overtime;
 - 28 ii. Failing to properly pay overtime compensation, at either one and one-

half times or double the regular rate of pay, to Class Members;

iii. Failing to authorize and permit, make available, and/or provide Class Members with timely meal and rest periods to which they are entitled;

iv. Failing to pay premium pay penalties to Class Members for meal and rest period violations;

v. Failing to provide Class Members with timely, accurate itemized wage statements; and

vi. Failing to pay Class Members for all wages upon termination of employment; and

k. The proper formula for calculating restitution, damages and penalties owed to Gazitt and the Class as alleged herein.

102. Gazitt's claims are typical of the Class Members' claims.

103. Addison's common course of conduct in violation of California law as alleged herein caused Gazitt and the Class Members to sustain the same or similar types of injuries and damages.

104. Gazitt's claims are thereby representative of and co-extensive with the claims of the putative Class.

105. Gazitt seeks relief for California state law violations perpetrated by Addison. In that sense, Gazitt does not have any conflicts of interest with other Class Members and will prosecute the case vigorously on behalf of the Class.

106. Gazitt's Counsel is competent and experienced in litigating complex cases and large class actions, including wage and hour cases.

107. Gazitt will fairly and adequately represent and protect the interests of the Class Members.

108. A class action is superior to other available means for the fair and efficient adjudication of this controversy.

109. Individual joinder of all proposed Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual Class Members.

1 110. Each proposed Class Members has been damaged and is entitled to recovery by
2 reason of Addison's illegal policies and/or practices.

3 111. Class action treatment will allow those similarly situated persons to litigate their
4 claims in the manner that is most efficient and economical for the parties and the judicial system.

5 112. Alternatively, the Class may be certified because the prosecution of separate actions
6 by the individual members of the Class would create a risk of inconsistent or varying adjudication
7 with respect to individual members of the Class which would establish incompatible standards of
8 conduct for Addison.

9 113. If each individual Class Member were required to file an individual lawsuit, Addison
10 would necessarily gain an unconscionable advantage because Addison would be able to exploit and
11 overwhelm the limited resources of each Class Member with Addison's vastly superior financial
12 legal resources.

13 114. Requiring each individual Class Member to pursue an individual remedy would also
14 discourage the assertion of lawful claims by the Class Members who would be disinclined to pursue
15 these claims against Addison because of an appreciable and justifiable fear of retaliation and
16 permanent damage to their lives, careers, and well-being.

17 115. The proposed Class Members may properly receive notice of the class action by
18 mail, email, and/or by text message, and such contact information necessary to facilitate such
19 notice is readily ascertainable from Addison's personnel records.

20 **ADDISON'S VIOLATIONS OF CALIFORNIA LAW WERE WILLFUL**

21 **AND DONE IN RECKLESS DISREGARD OF CALIFORNIA LAW**

22 116. Gazitt incorporates all other paragraphs by reference.

23 117. Addison knew it was subject to the California Labor Code's and applicable IWC
24 Wage Order's overtime provisions.

25 118. Addison knew the California Labor Code and applicable IWC Wage Order(s)
26 required it to pay non-exempt employees, including the Putative Class Members, overtime wages
27 at rates not less than 1.5 times their regular rates of pay for all hours worked after 8 in a workday
28 and 40 in a workweek.

1 119. Addison knew each Putative Class Members worked more than 8 hours in at least
2 one workday and/or more than 40 hours in at least one workweek during the 4 years before this
3 Complaint was filed because it required them to do so, and because Addison has access to Putative
4 Class Members' time-stamped emails and other computer work activity demonstrating the first
5 and last work activity each workday.

6 120. Addison knew the Putative Class Members were non-exempt employees entitled to
7 overtime wages.

8 121. Addison knew the Putative Class Members should have been classified as non-
9 exempt and paid on an hourly rate basis.

10 122. Addison's decision to classify Putative Class Members as exempt from overtime and
11 to not pay them overtime wages was a conscious decision, and was not the product of mistake or
12 neglect.

13 123. Addison knew the California Labor Code and applicable IWC Wage Orders required
14 it to provide nonexempt employees, including the Putative Class members, with a 30-minute, duty
15 free meal period for every five hours worked no later than the end of the fifth hour of work.

16 124. Addison knew the California Labor Code and applicable IWC Wage Orders required
17 it to pay employees, including the Putative Class Members, one hour of premium pay for each day
18 they are denied a compliant meal period.

19 125. Addison knew the Putative Class Members did not receive compliant meal periods.

20 126. Addison knew it did not take any action to offer meal breaks, or to otherwise ensure
21 Putative Class Members received timely or compliant meal periods.

22 127. Nonetheless, Addison did not pay the Putative Class Members one hour of
23 premium pay each day it denied them a compliant meal period.

24 128. Addison's failure to provide Putative Class Members with compliant meal periods
25 was neither reasonable nor was its decision not to pay these employees one hour of premium pay
26 each day it denied them a compliant meal period made in good faith.

27 129. Addison knew the California Labor Code and applicable IWC Wage Orders required
28 it to provide employees, including the Putative Class Members, with 10-minute, duty free rest

1 periods every 4 hours worked or major fraction thereof.

2 130. Addison knew the California Labor Code and applicable IWC Wage Orders required
3 it to pay employees, including the Putative Class Members, one hour of premium pay for each day
4 they are denied a compliant rest period.

5 131. Addison knew the Putative Class Members did not receive compliant rest periods.

6 132. Addison knew it did not take any action to make available, or to otherwise ensure
7 that H Putative Class Members received timely or compliant rest periods.

8 133. Nonetheless, Addison did not pay the Putative Class Members one hour of
9 premium pay each day it denied them a compliant rest period.

10 134. Addison's failure to provide Putative Class Members with compliant rest periods
11 was neither reasonable nor was its decision not to pay these employees one hour of premium pay
12 each day it denied them a compliant rest period made in good faith.

13 135. Addison knew the California Labor Code and applicable IWC Wage Orders required
14 it to provide the Putative Class Members with accurate itemized wage statements.

15 136. Nonetheless, Addison knew the wage statements it provided to the Putative Class
16 Members did not accurately reflect their actual overtime wages earned, hours worked, their actual
17 gross and net wages earned, and/or their premium pay for missed meal and rest periods.

18 137. Addison's failure to provide the Putative Class Members with accurate wage
19 statements was neither reasonable nor was its decision not to provide these employees with
20 accurate wage statements made in good faith.

21 138. Addison knew, should have known, or recklessly disregarded whether its conduct
22 described in this Complaint violated the California Labor Code and applicable IWC Wage Order(s).

23 139. Addison knowingly, willfully, and/or in reckless disregard carried out its illegal
24 policies that systematically deprived Gazitt and the Putative Class Members of their earned
25 overtime wages, rest and meal periods, premium pay for missed rest and meal periods, and accurate
26 wage statements in violation of the California Labor Code and applicable IWC Wage Order(s).

27 140. In sum, Addison's violations were willful, carried out in bad faith, and caused
28 significant damage to Gazitt and the other Putative Class Members.

COUNT I

FAILURE TO PAY OVERTIME PURSUANT TO LAB. CODE § 510

141. Gazitt incorporates all other paragraphs by reference.

142. Gazitt brings her overtime time claims under the California Labor Code and IWC Wage Order(s) as a class action on behalf of herself and the other Putative Class Members pursuant to Code of Civil Procedure § 382.

143. At all relevant times, Addison was subject to the Labor Code and applicable Wage Order(s) because Addison was (and is) an “employer” within the meaning of the Labor Code and applicable Wage Order(s).

144. At all relevant times, Addison employed Gazitt and the other Putative Class Members as its covered “employees” within the meaning prescribed in the Labor Code.

145. Gazitt and the other Putative Class Members are entitled to overtime pay under the Labor Code and applicable Wage Orders.

146. Labor Code § 510(a) provides:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

147. IWC Wage Order 17-2001(4) states that employees:

... shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than ... [o]ne and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek....

148. Labor Code § 1194(a) provides:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal

overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

149. Labor Code § 1198 makes it unlawful for employers, like Addison, to employ employees, including Gazitt and the other Putative Class Members, under conditions that violate the IWC Wage Order(s).

150. Despite regularly working over 8 hours a day and/or 40 hours in a workweek as part of their normal and regular schedules, Addison did not pay Gazitt and the other Putative Class Members overtime wages for all overtime hours worked.

151. Despite occasionally working over 12 hours a day with Addison's knowledge of such work, Gazitt and Putative Class Members did not receive double time compensation for such hours worked.

152. Addison's unlawful conduct harmed Gazitt and the other Putative Class Members by depriving them of the overtime and double wages they are owed under California law.

153. Accordingly, Addison owes Gazitt and the other Putative Class Members the unpaid balance of the full amount of overtime wages owed and interest at the highest applicable rates.

154. Finally, Addison is also liable to Gazitt and the other Putative Class Members for their reasonable attorneys' fees and costs incurred in this action.

COUNT II

FAILURE TO AUTHORIZE, PERMIT, AND/OR MAKE AVAILABLE REST PERIODS

PURSUANT TO LAB. CODE §§ 226.7 & 512

155. Gazitt incorporates all other paragraphs by reference.

156. Gazitt brings her meal and rest period claim under the California Labor Code and IWC Wage Order(s) as a class action on behalf of herself and the other Putative Class Members pursuant to Code of Civil Procedure § 382.

157. At all relevant times, Addison was subject to the Labor Code and applicable Wage Orders.

158. At all relevant times, Addison was Gazitt's and each Putative Class Member's

1 “employer” within the meaning prescribed in the Labor Code.

2 159. At all relevant times, Gazitt and each Putative Class Member was Addison’s
3 “employee” within the meaning prescribed in the Labor Code.

4 160. At all relevant times, Gazitt and the other Putative Class Members were entitled to
5 compliant, *bona fide* meal and rest periods under the California Labor Code and applicable IWC
6 Wage Order(s).

7 161. Sections 226.7 and 512 of the California Labor Code and applicable IWC Wage
8 Order(s) require employers, like Addison, to authorize and permit meal and rest periods to their
9 employees, including Gazitt and the other Putative Class Members.

10 162. Specifically, Sections 226.7 and 512 of the California Labor Code and applicable
11 IWC Wage Order(s) require employers, like Addison, to provide employees, including Gazitt and
12 the other Putative Class Members, one uninterrupted 30-minute meal period when they work more
13 than 5 hours per day and a second uninterrupted 30-minute meal period when they work more than
14 10 hours in day.

15 163. Similarly, Section 226.7 of the California Labor Code and the applicable Wage
16 Orders, also requires employers, like Addison, to authorize and permit employees, including Gazitt
17 and the other Putative Class Members, to take 10 minutes of rest time per 4 hours (or major fraction
18 thereof) of work, and to pay employees their full wages during those rest periods.

19 164. Unless employees are relieved of all duties during their 30-minute meal period(s)
20 and 10-minute rest period(s), the employees are considered “on duty,” and the meal/rest period
21 must be counted as time worked under the applicable IWC Wage Order(s).

22 165. Pursuant to Section 226.7(b) of the California Labor Code and applicable IWC
23 Wage Order(s), employers, like Addison, who fail to provide an employee with a required meal
24 and/or rest period must, as compensation, pay the employee one hour of pay at the employee’s
25 regular rate for each day that the meal and/or rest period was not authorized or permitted.

26 166. At all relevant times, Addison routinely failed to make meal periods available to
27 Gazitt and the other Putative Class Members.

28 167. Despite long days regularly lasting in excess of 12 hours, Gazitt and the other

1 Putative Class Members are regularly unable to take a meal period, prevented from timely taking a
2 meal period, are otherwise subject to interruption during their meal periods, and are frequently
3 interrupted during their attempted meal periods.

4 168. Gazitt and the other Putative Class Members are not paid one hour of premium pay
5 for their missed meal periods as required by California law.

6 169. Similar to meal periods, at all relevant times, Addison regularly fails to make rest
7 periods available to Gazitt and the other Putative Class Members.

8 170. When available, if ever, Gazitt's and the other Putative Class Members' rest periods
9 were often not compliant, but rather, were generally untimely and/or short.

10 171. Gazitt and the other Putative Class Members do not receive premium pay for their
11 missed rest periods as required by California law.

12 172. Addison's unlawful conduct harmed Gazitt and the other Putative Class Members
13 by depriving them of compliant meal and rest periods, as well as premium pay.

14 173. Addison knowingly, willfully, or in reckless disregard carried out this pattern or
15 practice of failing to provide Gazitt and the other Putative Class Members compliant meal and rest
16 periods and required premium pay for missed meal and rest periods.

17 174. Accordingly, Gazitt and the other Putative Class Members are entitled to
18 compensation for Addison's failure to authorize, permit, and/or make available meal and rest
19 periods, plus interest, attorneys' fees, expenses and costs of suit.

20 COUNT III

21 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

22 **PURSUANT TO LAB. CODE § 226**

23 175. Gazitt incorporates all other paragraphs by reference.

24 176. Gazitt brings her wage statement claim under the California Labor Code and IWC
25 Wage Order(s) as a class action on behalf of herself and the other Putative Class Members pursuant
26 to Code of Civil Procedure § 382.

27 177. At all relevant times, Addison was subject to the Labor Code and applicable Wage
28 Order(s) because Addison was (and is) an "employer" within the meaning of the Labor Code and

1 applicable Wage Order(s).

2 178. At all relevant times, Addison employed Gazitt and the other Putative Class
3 Members as its covered “employees” within the meaning prescribed in the Labor Code.

4 179. Labor Code § 226(a) provides:

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

180. The applicable Wage Order(s) establish similar wage statement requirements.

181. Labor Code § 226(e) provides:

20 An employee suffering injury as a result of a knowing and intentional
21 failure by an employer to comply with subdivision (a) is entitled to
22 recover the greater of all actual damages or fifty dollars (\$50) for the
23 initial pay period in which a violation occurs and one hundred dollars
24 (\$100) per employee for each violation in a subsequent pay period,
25 not exceeding an aggregate penalty of four thousand dollars
26 (\$4,000), and is entitled to an award of costs and reasonable
27 attorneys’ fees.

24 182. As a result of its aforementioned illegal practices, Addison does not provide timely,
25 accurate itemized wage statements to Gazitt and the other Putative Class Members, in violation of
26 Labor Code § 226(a) and the applicable Wage Order(s).

27 183. Specifically, the wage statements Addison provides Gazitt, and the other Putative
28 Class Members, do not accurately reflect their actual hours worked (including overtime and double

1 time hours), gross wages earned, their actual overtime wages earned, their premium pay earned, or
2 their actual net wages earned.

3 184. Addison's unlawful conduct harmed Gazitt and the other Putative Class Members
4 by depriving them of the accurate wage statements they are entitled to under California law.

5 185. Accordingly, Addison is liable to Gazitt and the other Putative Class Members for
6 the amounts described above, plus interest.

7 186. Finally, Addison is also liable to Gazitt and the other Putative Class Members for
8 their reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code § 226(e).

9 **COUNT IV**

10 **WAITING TIME PENALTIES PURSUANT TO LAB. CODE §§ 201-203**

11 187. Gazitt incorporates all other paragraphs by reference.

12 188. Gazitt brings her waiting time penalties claim under the California Labor Code and
13 IWC Wage Order(s) as a class action on behalf of herself and the other Putative Class Members
14 who have left their employment with Addison pursuant to Code of Civil Procedure § 382.

15 189. At all relevant times, Addison was subject to the Labor Code and applicable Wage
16 Order(s) because Addison was (and is) an "employer" within the meaning of the Labor Code and
17 applicable Wage Order(s).

18 190. At all relevant times, Addison employed Gazitt and the other Putative Class
19 Members as its covered "employees" within the meaning prescribed in the Labor Code.

20 191. Labor Code § 201 provides: "If an employer discharges an employee, the wages
21 earned and unpaid at the time of discharge are due and payable immediately."

22 192. Labor Code § 202 provides: "If an employee not having a written contract for a
23 definite period quits his or her employment, his or her wages shall become due and payable not
24 later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her
25 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

26 193. Labor Code § 203 provides, in relevant part:
27
28

1 If an employer willfully fails to pay, without abatement or
2 reduction, in accordance with Sections 201, 201.5, 202, and
3 205.5, any wages of an employee who is discharged or who quits,
4 the wages of the employee shall continue as a penalty from the
5 due date thereof at the same rate until paid or until an action
6 therefor is commenced; but the wages shall not continue for
7 more than 30 days.

8 194. Gazitt and some of the other Putative Class Members have left their employment
9 with Addison, at which time Addison owed them unpaid wages.

10 195. These earned, but unpaid, wages derive from the unpaid earned wages, overtime
11 pay, and premium pay Addison owes Gazitt and the other Putative Class Members.

12 196. Addison willfully refused and continues to refuse to pay Gazitt and the other
13 Putative Class Members all wages due and owing to them, in the form of earned wages, overtime
14 pay, and premium pay, upon the end of their employment as a result of Addison's illegal policies.

15 197. Addison's unlawful conduct harmed Gazitt and the other Putative Class Members
16 by depriving them of the earnings and interest they are owed under California law.

17 198. Accordingly, Addison is liable to Gazitt and other Putative Class Members for all
18 penalties owing pursuant to Labor Code §§ 201-203.

19 199. Labor Code § 203 provides that an employee's wages will continue as a penalty up
20 to 30 days from the time the wages were due.

21 200. Therefore, Gazitt and other Putative Class Members are entitled to penalties
22 pursuant to Labor Code § 203, plus interest.

23 COUNT V

24 VIOLATION OF CALIFORNIA UCL

25 PURSUANT TO BUS. & PROF. CODE §§ 17200, ET SEQ.

26 201. Gazitt incorporates all other paragraphs by reference.

27 202. Gazitt brings her UCL claim as a class action on behalf of herself and the other
28 Putative Class Members pursuant to Code of Civil Procedure § 382.

203. California Business and Professions Code § 17200, *et seq.*, prohibits unfair
competition in the form of any unlawful, unfair, or fraudulent business acts or practices.

204. Business and Professions Code § 17204 allows a person injured by the unfair

1 business acts or practices to prosecute a civil action for violation of the UCL.

2 205. Labor Code § 90.5(a) states it is the public policy of California to vigorously enforce
3 minimum labor standards in order to ensure employees are not required to work under substandard
4 and unlawful conditions, and to protect employers who comply with the law from those who
5 attempt to gain competitive advantage at the expense of their workers by failing to comply with
6 minimum labor standards.

7 206. Beginning at an exact date unknown to Gazitt, but at least during the 4 years prior
8 to the filing of this Complaint, Addison committed acts of unfair competition as defined by the
9 UCL, engaging in the unlawful, unfair, and fraudulent business acts and practices described in this
10 Complaint, including, but not limited to:

- 11 a. Violations of Labor Code § 510 and IWC Wage Order 17-2001 pertaining
12 to overtime;
- 13 b. Violations of Labor Code §§ 226.7 and 512 and Wage Order 17-2001
14 pertaining to meal and rest periods;
- 15 c. Violations of Labor Code § 226 regarding accurate, timely itemized wage
16 statements; and
- 17 d. Violations of Labor Code §§ 201-203 pertaining to waiting time penalties.

18 207. Addison's violations of these California laws and regulations, as well as the
19 fundamental California public policies protecting wages, serve as unlawful predicate acts and
20 practices for purposes of Business and Professions Code §§ 17200, *et seq.*

21 208. Addison's acts and practices described above constitute unfair, unlawful, and
22 fraudulent business practices and unfair competition within the meaning of Business and
23 Professions Code §§ 17200, *et seq.*

24 209. Among other things, Addison's acts and practices have taken from Gazitt and the
25 other Putative Class Members' wages rightfully earned from them, while enabling Addison to gain
26 an unfair competitive advantage over law-abiding employers and competitors.

27 210. Business and Professions Code § 17203 provides that a court may make such orders
28 or judgments as may be necessary to prevent the use or employment by any person of any practice

1 which constitutes unfair competition.

2 211. Injunctive relief is necessary and appropriate to prevent Addison from repeating the
3 unlawful, unfair, and fraudulent business acts and practices alleged in this Complaint.

4 212. Addison's unlawful conduct harmed Gazitt and the other Putative Class Members
5 by depriving them of money and property, in the form of unpaid wages which are due and payable
6 to them.

7 213. Business and Professions Code § 17203 provides that the Court may restore to any
8 person in interest any money or property which may have been acquired by means of such unfair
9 competition.

10 214. Gazitt and the other Putative Class Members are entitled to restitution pursuant to
11 Business and Professions Code § 17203 for all wages and payments unlawfully withheld from them
12 during the 4-year period prior to the filing of this Complaint.

13 215. Gazitt's success in this action will enforce important rights affecting the public
14 interest and, in that regard, Gazitt sues on behalf of herself, as well as the other similarly situated
15 Putative Class Members.

16 216. Accordingly, Gazitt and the other Putative Class Members seek and are entitled to
17 unpaid wages, declaratory and injunctive relief, and all other equitable remedies owing to them.

18 217. Gazitt take it upon herself to enforce these laws and lawful claims. There is a
19 financial burden involved in pursuing this action, and the action is seeking to vindicate a public right
20 and it would be against the interests of justice to penalize Gazitt by forcing them to pay attorneys'
21 fees from the recovery in this action.

22 218. Thus, attorneys' fees are appropriately awarded to Gazitt pursuant to Code of Civil
23 Procedure § 1021.5 and otherwise.

24 **RELIEF SOUGHT**

25 WHEREFORE, Gazitt, individually and on behalf of the other Putative Class Members,
26 seeks the following relief:

- 27 a. An Order certifying this lawsuit as a class action pursuant to CCP § 382;
28 b. An Order appointing Gazitt and her counsel to represent the interests of

- 1 the Putative Class Members;
- 2 c. Damages and restitution according to proof at trial for all unpaid wages
- 3 and other injuries, as provided by the Labor Code and Business &
- 4 Professions Code;
- 5 d. For a Declaratory Judgment that Addison violated the Labor Code,
- 6 California law, and public policy as alleged herein;
- 7 e. An Order finding Addison liable to Gazitt and the other Putative Class
- 8 Members for their unpaid overtime wages, premium pay, statutory
- 9 damages, and any other penalties owed under the California Labor
- 10 Code, the applicable IWC Wage Order(s), and the UCL;
- 11 f. A Declaratory Judgment that Addison violated the UCL as a result of
- 12 the aforementioned violations of the California Labor Code and
- 13 applicable IWC Wage Order(s);
- 14 g. For preliminary, permanent, and mandatory injunctive relief prohibiting
- 15 Addison, its officers, agents, and all those acting in concert with them
- 16 from committing those violations of law herein alleged in the future;
- 17 h. For an equitable accounting to identify, locate, and restore all current
- 18 and former employees the wages and compensatory damages they are
- 19 due, with interest thereon at the highest rates allowable by law;
- 20 i. Judgment awarding Gazitt and the other Putative Class Members all
- 21 unpaid wages, overtime wages, premium pay, statutory damages, and
- 22 any other penalties available under the California Labor Code, the
- 23 applicable IWC Wage Order(s), and/or the UCL;
- 24 j. An Order awarding attorney's fees, costs, and expenses as provided by
- 25 the Labor Code, Code of Civil Procedure § 1021.5, the laws of the State
- 26 of California, and/or other applicable law;
- 27 k. Pre- and post-judgment interest at the highest applicable rates; and
- 28 l. Such other and further relief as may be necessary and appropriate.

1 Date: January 9, 2025

Respectfully submitted,

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4 William M. Hogg
JOSEPHSON DUNLAP LLP

5 Counsel for Gazitt & the Putative Class Members

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9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a jury trial on all claims and issues, as she and the other Putative
11 Class Members are entitled to a jury.

12
13 Date: January 9, 2025

Respectfully submitted,

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16 William M. Hogg
JOSEPHSON DUNLAP LLP

17 Counsel for Gazitt & the Putative Class Members
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