

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

EILEEN HAMRICK, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

DIMENSION DATA NORTH AMERICA,
INC., an unknown business entity; NEXUS IS
INC., an unknown business entity; and DOES
1 through 100, inclusive,

Defendants.

Case No.: RIC1823664

Honorable Raquel A. Márquez
Department S303

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (7) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff EILEEN HAMRICK ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Riverside. At all relevant times, Defendant NEXUS IS INC. maintained its headquarters/"nerve center" within the State of California, County of Riverside.

PARTIES

5. Plaintiff EILEEN HAMRICK is an individual residing in the State of California, County of Riverside.

6. Defendant DIMENSION DATA NORTH AMERICA, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Riverside.

7. Defendant NEXUS IS INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Riverside.

8. At all relevant times, Defendant DIMENSION DATA NORTH AMERICA, INC. and Defendant NEXUS IS INC. were the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants DIMENSION DATA NORTH AMERICA, INC., NEXUS IS INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. Defendant DIMENSION DATA NORTH AMERICA, INC., NEXUS IS INC., and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

12. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of

///

1 Plaintiff and the other class members so as to make each of said Defendants employers liable
2 under the statutory provisions set forth herein.

3 **CLASS ACTION ALLEGATIONS**

4 13. Plaintiff bring this action on her own behalf and on behalf of all other members
5 of the general public similarly situated, and, thus, seeks class certification under California
6 Code of Civil Procedure section 382.

7 14. The proposed class is defined as follows:

8 All current and former hourly-paid or non-exempt employees who worked for
9 any of the Defendants within the State of California at any time during the
10 period from November 8, 2014 to final judgment.

11 15. Plaintiff reserves the right to establish subclasses as appropriate.

12 16. The class is ascertainable and there is a well-defined community of interest in
13 the litigation:

- 14 a. Numerosity: The class members are so numerous that joinder of all class
15 members is impracticable. The membership of the entire class is
16 unknown to Plaintiff at this time; however, the class is estimated to be
17 greater than fifty (50) individuals and the identity of such membership is
18 readily ascertainable by inspection of Defendants' employment records.
- 19 b. Typicality: Plaintiff's claims are typical of all other class members' as
20 demonstrated herein. Plaintiff will fairly and adequately protect the
21 interests of the other class members with whom she has a well-defined
22 community of interest.
- 23 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
24 each class member, with whom she has a well-defined community of
25 interest and typicality of claims, as demonstrated herein. Plaintiff has no
26 interest that is antagonistic to the other class members. Plaintiff's
27 attorneys, the proposed class counsel, are versed in the rules governing
28 class action discovery, certification, and settlement. Plaintiff has

1 incurred, and during the pendency of this action will continue to incur,
2 costs and attorneys' fees, that have been, are, and will be necessarily
3 expended for the prosecution of this action for the substantial benefit of
4 each class member.

- 5 d. Superiority: A class action is superior to other available methods for the
6 fair and efficient adjudication of this litigation because individual joinder
7 of all class members is impractical.
- 8 e. Public Policy Considerations: Certification of this lawsuit as a class
9 action will advance public policy objectives. Employers of this great
10 state violate employment and labor laws every day. Current employees
11 are often afraid to assert their rights out of fear of direct or indirect
12 retaliation. However, class actions provide the class members who are
13 not named in the complaint anonymity that allows for the vindication of
14 their rights.

15 17. There are common questions of law and fact as to the class members that
16 predominate over questions affecting only individual members. The following common
17 questions of law or fact, among others, exist as to the members of the class:

- 18 a. Whether Defendants' failure to pay wages, without abatement or
19 reduction, in accordance with the California Labor Code, was willful;
- 20 b. Whether Defendants' had a corporate policy and practice of failing to
21 pay their hourly-paid or non-exempt employees within the State of
22 California for all hours worked and missed (short, late, interrupted,
23 and/or missed altogether) meal periods and rest breaks in violation of
24 California law;
- 25 c. Whether Defendants required Plaintiff and the other class members to
26 work over eight (8) hours per day and/or over forty (40) hours per week
27 and failed to pay the legally required overtime compensation to Plaintiff
28 and the other class members;

- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

18. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Riverside.

1 19. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
2 exempt employee, from approximately January 2014 to approximately March 2017, in the
3 State of California.

4 20. Defendants hired Plaintiff and the other class members, classified them as
5 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
6 short, late, interrupted, and/or missed meal periods and/or rest periods.

7 21. Defendants had the authority to hire and terminate Plaintiff and the other class
8 members, to set work rules and conditions governing Plaintiff's and the other class members'
9 employment, and to supervise their daily employment activities.

10 22. Defendants exercised sufficient authority over the terms and conditions of
11 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
12 and the other class members.

13 23. Defendants directly hired and paid wages and benefits to Plaintiff and the other
14 class members.

15 24. Defendants continue to employ hourly-paid or non-exempt employees within the
16 State of California.

17 25. Plaintiff and the other class members worked over eight (8) hours in a day,
18 and/or forty (40) hours in a week during their employment with Defendants.

19 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
21 employees within the State of California. This pattern and practice involved, *inter alia*, failing
22 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
23 breaks in violation of California law.

24 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 certain wages for overtime compensation and that they were not receiving accurate overtime
27 compensation for all overtime hours worked.

28 ///

1 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed to provide Plaintiff and the other class members all required rest and meal periods during
3 the relevant time period as required under the Industrial Welfare Commission Wage Orders
4 and thus they are entitled to any and all applicable penalties.

5 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members were entitled to receive
7 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
8 member's regular rate of pay when a meal period was missed, and they did not receive all meal
9 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
10 regular rate of pay when a meal period was missed.

11 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members were entitled to receive
13 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
14 member's regular rate of pay when a rest period was missed, and they did not receive all rest
15 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
16 regular rate of pay when a rest period was missed.

17 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 at least minimum wages for compensation and that they were not receiving at least minimum
20 wages for all hours worked. Defendants' failure to pay minimum wages included, inter alia,
21 Defendants' effective payment of zero dollars per hour for all hours Plaintiff and the other
22 class members worked off the clock performing work duties.

23 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 all wages owed to them upon discharge or resignation, including earned but unpaid overtime
26 and minimum wages and meal and rest period premiums, and they did not, in fact, receive all
27 such wages owed to them at the time of their discharge or resignation.

28 ///

1 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all wages owed to them during their employment. Plaintiff and the other class members did
4 not receive payment of all wages, including earned and unpaid overtime and minimum wages
5 and meal and rest period premiums, within any time permissible under California Labor Code
6 section 204.

7 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 complete and accurate wage statements in accordance with California law, but, in fact, they did
10 not receive complete and accurate wage statements from Defendants. The deficiencies
11 included, *inter alia*, the failure to include the accurate total number of hours worked by
12 Plaintiff and the other class members.

13 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Defendants had to keep complete and accurate payroll records
15 for Plaintiff and the other class members in accordance with California law, but, in fact, did
16 not keep complete and accurate payroll records that reflected the accurate hours worked and
17 the accurate wages earned by Plaintiff and other class members..

18 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to
20 reimbursement for necessary business-related expenses but did not fully reimburse Plaintiff or
21 other class members for such expenses, including, *inter alia*, the use of personal computers,
22 personal printers, personal office supplies, personal internet, personal vehicles, and personal
23 phones for business-related matters.

24 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that they had a duty to compensate Plaintiff and the other class
26 members pursuant to California law, and that Defendants had the financial ability to pay such
27 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely

28 ///

1 represented to Plaintiff and the other class members that they were properly denied wages, all
2 in order to increase Defendants' profits.

3 38. During the relevant time period, Defendants failed to pay overtime wages to
4 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
5 class members were required to work more than eight (8) hours per day and/or forty (40) hours
6 per week without overtime compensation for all overtime hours worked.

7 39. During the relevant time period, Defendants failed to provide all requisite
8 uninterrupted meal and rest periods to Plaintiff and the other class members.

9 40. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 class members at least minimum wages for all hours worked, including work performed off-
11 the-clock.

12 41. During the relevant time period, Defendants failed to pay Plaintiff and the other
13 class members all wages owed to them upon discharge or resignation.

14 42. During the relevant time period, Defendants failed to pay Plaintiff and the other
15 class members all wages within any time permissible under California law, including, *inter*
16 *alia*, California Labor Code section 204, including earned and unpaid overtime and minimum
17 wages and meal and rest period premiums.

18 43. During the relevant time period, Defendants failed to provide complete or
19 accurate wage statements to Plaintiff and the other class members, including earned and unpaid
20 overtime and minimum wages and meal and rest period premiums.

21 44. During the relevant time period, Defendants failed to keep complete or accurate
22 payroll records for Plaintiff and the other class members. The deficiencies included, *inter alia*,
23 the failure to include the accurate total number of hours worked by Plaintiff and the other class
24 members and the accurate net/gross wages earned.

25 45. During the relevant time period, Defendants failed to reimburse Plaintiff and the
26 other class members for all necessary business-related expenses and costs, including but not
27 limited to use of personal computers, personal internet, personal printers, personal office
28 supplies, personal vehicles, and personal phone use.

46. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

47. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

**(Against DIMENSION DATA NORTH AMERICA, INC., NEXUS IS INC.,
and DOES 1 through 100)**

48. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 47, and each and every part thereof with the same force and effect as though fully set forth herein.

49. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

50. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

51. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

52. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours

1 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
2 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
3 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
4 of work.

5 53. During the relevant time period, Plaintiff and the other class members worked in
6 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

7 54. During the relevant time period, Defendants intentionally and willfully failed to
8 pay overtime wages owed to Plaintiff and the other class members.

9 55. Defendants' failure to pay Plaintiff and the other class members the unpaid
10 balance of overtime compensation, as required by California laws, violates the provisions of
11 California Labor Code sections 510 and 1198, and is therefore unlawful.

12 56. Pursuant to California Labor Code section 1194, Plaintiff and the other class
13 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
14 attorneys' fees.

15 **SECOND CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 226.7 and 512(a))**

17 **(Against DIMENSION DATA NORTH AMERICA, INC., NEXUS IS INC.,**
18 **and DOES 1 through 100)**

19 57. Plaintiff incorporates by reference the allegations contained in paragraphs 1
20 through 56, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 58. At all relevant times, the IWC Order and California Labor Code sections 226.7
23 and 512(a) were applicable to Plaintiff's and the other class members' employment by
24 Defendants.

25 59. At all relevant times, California Labor Code section 226.7 provides that no
26 employer shall require an employee to work during any meal or rest period mandated by an
27 applicable order of the California IWC.

28 ///

60. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

61. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (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.

62. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

63. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

64. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

///

///

65. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

66. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

67. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against DIMENSION DATA NORTH AMERICA, INC., NEXUS IS INC.,
and DOES 1 through 100)

68. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 67, and each and every part thereof with the same force and effect as though fully set forth herein.

69. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

70. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

71. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

72. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

73. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

74. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

75. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

76. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194 and 1197)

**(Against DIMENSION DATA NORTH AMERICA, INC., NEXUS IS INC.,
and DOES 1 through 100)**

77. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 76, and each and every part thereof with the same force and effect as though fully set forth herein.

78. At all relevant times, California Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

79. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194 and 1197.

80. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

81. During the relevant time period, Plaintiff and other class members were required to perform job duties off-the-clock, including but not limited to participating in conference calls, putting together proposals, attending kick-off meetings, getting documents, working with Defendants' sales representatives on proposals, shipping proposals via FedEx, and being directed to work whatever hours were necessary to ensure deadlines were met, including hours off-the-clock.

82. During the relevant time period, Plaintiff and the other class members were not compensated at the minimum wage, or any wage, for the time they spent performing job duties off the clock.

83. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against DIMENSION DATA NORTH AMERICA, INC., NEXUS IS INC.,

and DOES 1 through 100)

84. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 83, and each and every part thereof with the same force and effect as though fully set forth herein.

85. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72)

1 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
2 intention to quit, in which case the employee is entitled to his or her wages at the time of
3 quitting.

4 86. During the relevant time period, Defendants intentionally and willfully failed to
5 pay Plaintiff and the other class members who are no longer employed by Defendants their
6 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

7 87. Defendants' failure to pay Plaintiff and the other class members who are no
8 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
9 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
10 201 and 202.

11 88. California Labor Code section 203 provides that if an employer willfully fails to
12 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
13 shall continue as a penalty from the due date thereof at the same rate until paid or until an
14 action is commenced; but the wages shall not continue for more than thirty (30) days.

15 89. Plaintiff and the other class members are entitled to recover from Defendants the
16 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
17 pursuant to California Labor Code section 203.

18 **SIXTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 2800 and 2802)**

20 **(Against DIMENSION DATA NORTH AMERICA, INC., NEXUS IS INC.,**
21 **and DOES 1 through 100)**

22 90. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 89, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 91. Pursuant to California Labor Code sections 2800 and 2802, an employer must
26 reimburse its employee for all necessary expenditures incurred by the employee in direct
27 consequence of the discharge of his or her job duties or in direct consequence of his or her
28 obedience to the directions of the employer.

92. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the use of personal computers, personal internet, personal printers, personal office supplies, personal vehicles, and personal phones.

93. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

94. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

SEVENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

**(Against DIMENSION DATA NORTH AMERICA, INC., NEXUS IS INC.,
and DOES 1 through 100)**

95. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 94, and each and every part thereof with the same force and effect as though fully set forth herein.

96. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

97. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

98. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code

1 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
2 employees, including Plaintiff and the other class members, to work through their meal and
3 rest periods without paying them proper compensation violate California Labor Code sections
4 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
5 California Labor Code sections 1194 and 1197. Moreover, Defendants' policies and practices
6 of failing to timely pay wages to Plaintiff and the other class members violate California Labor
7 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections
8 226(a), 1174(d), 2800 and 2802.

9 99. As a result of the herein described violations of California law, Defendants
10 unlawfully gained an unfair advantage over other businesses.

11 100. Plaintiff and the other class members have been personally injured by
12 Defendants' unlawful business acts and practices as alleged herein, including but not
13 necessarily limited to the loss of money and/or property.

14 101. Pursuant to California Business & Professions Code sections 17200, et seq.,
15 Plaintiff and the other class members are entitled to restitution of the wages withheld and
16 retained by Defendants during a period that commences November 8, 2014; an award of
17 attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other
18 applicable laws; and an award of costs.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff, individually, and on behalf of other members of the general public similarly
21 situated, requests a trial by jury.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
24 public similarly situated, prays for relief and judgment against Defendants, jointly and
25 severally, as follows:

26 ///

27 ///

28 ///

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;
11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
12. For all actual, consequential, and incidental losses and damages, according to proof;

1 13. For premium wages pursuant to California Labor Code section 226.7(c); and

2 14. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Code of Civil Procedure section 1021.5; and

4 15. For such other and further relief as the Court may deem just and proper.

5 **As to the Third Cause of Action**

6 16. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
8 rest periods to Plaintiff and the other class members;

9 17. That the Court make an award to Plaintiff and the other class members of one
10 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
11 period was not provided;

12 18. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 19. For premium wages pursuant to California Labor Code section 226.7(c);

15 20. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
16 California Code of Civil Procedure section 1021.5; and

17 21. For such other and further relief as the Court may deem just and proper.

18 **As to the Fourth Cause of Action**

19 22. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and
21 the other class members;

22 23. For general unpaid wages and such general and special damages as may be
23 appropriate;

24 24. For pre-judgment interest on any unpaid compensation from the date such
25 amounts were due;

26 25. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Labor Code section 1194(a);

28 26. For liquidated damages pursuant to California Labor Code section 1194.2; and

1 27. For such other and further relief as the Court may deem just and proper.

2 **As to the Fifth Cause of Action**

3 28. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
5 time of termination of the employment of Plaintiff and the other class members no longer
6 employed by Defendants;

7 29. For all actual, consequential, and incidental losses and damages, according to
8 proof;

9 30. For statutory wage penalties pursuant to California Labor Code section 203 for
10 Plaintiff and the other class members who have left Defendants' employ; and

11 31. For such other and further relief as the Court may deem just and proper.

12 **As to the Sixth Cause of Action**

13 32. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
15 class members for all necessary business-related expenses as required by California Labor
16 Code sections 2800 and 2802;

17 33. For actual, consequential and incidental losses and damages, according to proof;

18 34. For reasonable attorneys' fees and costs of suit incurred herein; and

19 35. For such other and further relief as the Court may deem just and proper.

20 **As to the Seventh Cause of Action**

21 36. That the Court decree, adjudge and decree that Defendants violated California
22 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
23 other class members all overtime compensation due to them, failing to provide all meal and
24 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
25 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
26 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
27 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

28 ///

1 37. For restitution of unpaid wages to Plaintiff and all the other class members and
2 all pre-judgment interest from the day such amounts were due and payable;

3 38. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, et seq.;

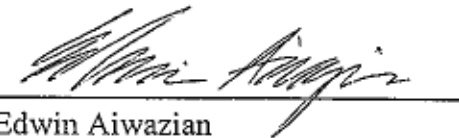
7 39. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 40. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, et seq.; and

11 41. For such other and further relief as the Court may deem just and proper.
12

13 Dated: May 21, 2019

LAWYERS for JUSTICE, PC

14
15 By: 

Edwin Aiwanian
Attorneys for Plaintiff
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On May 21, 2019, I served the foregoing document(s) described as: **SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES** on interested parties in this action by placing a true and correct copy thereof, enclosed in a sealed envelope addressed as follows:

Robert S. Blumberg
LITTLER MENDELSON P.C.
633 West 5th Street, 63rd Floor
Los Angeles, CA 90071

Shiva Shirazi Davoudian
LITTLER MENDELSON P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

Attorneys for Defendants Dimension Data North America, Inc. and Nexus IS, Inc.

[X] BY GOLDEN STATE OVERNIGHT (GSO)/FEDEX EXPRESS

I placed such documents in a Golden State Overnight (GSO)/FedEx Express Envelope addressed to the party or parties listed above with delivery fees fully pre-paid for overnight delivery by the close of the next business day, and caused it to be delivered to a Golden State Overnight (GSO) drop-off box before 8:00/FedEx Express 5:00 p.m. on the stated date.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 21, 2019, at Glendale, California.



Suzana Solis