

1 **GLICK LAW GROUP, P.C.**
 2 Noam Glick (SBN 251582)
 3 Kelsey D. McCarthy (SBN 305372)
 4 225 Broadway, Suite 2100
 5 San Diego, California 92101
 Telephone: (619) 382-3400
 Facsimile: (619) 615-2193
 Email: noam@glicklawgroup.com
 Email: kelsey@glicklawgroup.com

6 **NICHOLAS & TOMASEVIC, LLP**
 7 Craig M. Nicholas (SBN 178444)
 8 Alex Tomasevic (SBN 245598)
 9 Shaun Markley (SBN 291785)
 225 Broadway, 19th Floor
 San Diego, California 92101
 Tel: (619) 325-0492
 Fax: (619) 325-0496
 Email: cnicholas@nicholaslaw.org
 Email: atomasevic@nicholaslaw.org
 Email: smarkley@nicholaslaw.org

12 Attorneys for Plaintiff

13 **UNITED STATES DISTRICT COURT**
 14 **SOUTHERN DISTRICT OF CALIFORNIA**

15 DARCI MYERS, an individual, on
 16 behalf of herself, and on behalf of
 17 others similarly situated;

18 Plaintiff,

19 vs.

20 INTUIT, INC., a Delaware corporation,

21 Defendant.

22 **CASE NO. '17CV1228 WQHBLM**

23 **COLLECTIVE AND CLASS ACTION COMPLAINT FOR:**

- 24 (1) **FAILURE TO PAY OVERTIME UNDER THE FAIR LABOR STANDARDS ACT;**
- 25 (2) **FAILURE TO PAY OVERTIME UNDER STATE LAW;**
- 26 (3) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS UNDER STATE LAW;**
- 27 (4) **FAILURE TO TIMELY PAY WAGES UNDER STATE LAW; AND**
- 28 (5) **VIOLATION OF CALIFORNIA'S UCL.**

DEMAND FOR JURY TRIAL

1 Plaintiff, DARCI MYERS (“Myers” or “Plaintiff”) brings this action against
2 Defendant INTUIT, INC. (“Intuit” or “Defendant”), on behalf of herself and all
3 others similarly situated, and alleges on information and belief as follows:
4

5 **I. INTRODUCTION**

6 1. Intuit sets aside a portion of its base payroll to fund its “Spotlight
7 Program.” Under this program, Intuit incentivizes and rewards its employees by
8 providing bonuses for various actions, such as good performance and longevity of
9 service.

10 2. Intuit fails to re-factor these bonuses into its employees’ “regular rate”
11 of pay for purposes of calculating overtime. This violates both state and federal law
12 that define the “regular rate” very broadly “to include all remuneration for
13 employment paid to, or on behalf of, the employee, [unless specifically excluded].”
14 *See* 29 U.S.C. § 207. By excluding a portion of its base payroll from the regular rate
15 under the guise of its “Spotlight Program” or “Spotlight Bonuses,” Intuit effectively
16 pays employees a reduced overtime rate and lessens its overtime obligation.

17 3. Plaintiff, the COLLECTIVE ACTION GROUP, and the CALIFORNIA
18 CLASS, defined *infra*, are current and former non-exempt Intuit employees who
19 worked overtime and received Spotlight Bonuses, yet received no corresponding
20 increase in their overtime pay.

21 4. Defendant’s employment practices are in violation of the Fair Labor
22 Standards Act (“FLSA”), the Code of Federal Regulations, the California Labor
23 Code, the California Code of Regulations, California Industrial Wage Commission
24 (“IWC”) Wage Orders, California’s Division of Labor Standards Enforcement
25 (“DLSE”) policies, and California’s Unfair Competition Law (“UCL”), Cal. Bus. &
26 Prof. Code § 17200, *et seq.* Its employment practices are unfair to employees and
27 competitors.
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II. JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over Plaintiff’s federal law FLSA claims pursuant to Title 28 of the United States Code, Sections 1331 and 1343(a)(4), because these claims seek redress for violations of Plaintiff’s federal civil and statutory rights.

6. This Court has supplemental jurisdiction over Plaintiff’s state law claims pursuant to Title 28 of the United States Code, Section 1367(a), because these claims are so closely related to Plaintiff’s federal claims that they form parts of the same case or controversy under Article III of the United States Constitution.

7. This Court has jurisdiction over Intuit, because it conducts substantial business in California. Intuit intentionally availed itself to the laws and markets of California through operation of its business in California. Intuit has sufficient minimum contacts with California to allow this Court to exercise jurisdiction.

8. Venue is proper in the Southern District of California pursuant to Title 28 of the United States Code, Section 1391(b) and (c). A substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in this judicial District.

III. PARTIES

9. Plaintiff is, and at all times herein mentioned was, an individual residing in the County of San Diego, California. Intuit employed Plaintiff as a non-exempt seasonal and full-time Services and Support Representative from November 2013 through at least March 2017. Plaintiff worked overtime for Intuit and received Spotlight Bonuses.

10. Intuit is, and at all times mentioned was, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and doing business in the State of California, County of San Diego. Intuit employees hundreds of non-exempt employees who receive Spotlight Bonuses.

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IV. GENERAL ALLEGATIONS

A. Intuit’s Bonus Program

11. On a quarterly basis, Intuit sets aside a percentage of base payroll for its Spotlight Program. (See Exhibit A.) Intuit announces and describes the Spotlight Program to its employees.

12. On Intuit’s website, under employees’ “My Benefits & Career” page, there is a subheading for “Rewards & Recognition” which outlines “Employee Spotlight Recognition.” As described, the bonuses are designed as an “employee recognition program that enables [Intuit] to acknowledge contributions to the organization, express appreciation, highlight desired behaviors and outcomes, and celebrate milestones in an employee’s service at Intuit.” This Program automatically recognizes certain milestone anniversaries.

13. Intuit also outlines how Spotlight bonuses apply to different types of employees. For seasonal employees, these bonuses “are issued more frequently but in smaller amounts . . . in order to show [Intuit’s] appreciation for all [seasonal employees’] hard work. [Intuit] hopes that it serves as a good incentive and motivation to finish the season with [Intuit].” Fulltime employees are “recognized for their big accomplishments as well as outstanding performance on appropriate assignments.” *See* Exhibit A.

14. Intuit also describes these bonuses as “a discretionary award for a job well done, a goal achieved with impact beyond expectations or a set of behaviors that consistently and positively impacted others.”

15. Annually, Intuit totals the Spotlight bonuses and reports them as gifts for tax purposes. Intuit does not include the Spotlight bonuses in the regular rate for purposes of calculating an employees’ overtime pay.

1 **B. General Overtime Computation**

2 16. Under both federal and California law, a company must pay overtime at
3 not less than one and one-half times the employee’s “regular rate” of pay. 29 U.S.C.
4 § 207 (a)(1); Cal. Lab. Code § 510. Federal and state legislatures define “regular rate”
5 very broadly “to include *all remuneration* for employment paid to, or on behalf of,
6 the employee, [unless specifically excluded].” *See* 29 U.S.C. § 207(e) (emphasis
7 added).¹

8 17. Unless the remuneration falls within a limited statutory exception, it
9 “must be added into the total compensation received by the employee before his
10 regular hourly rate of pay is determined [for purposes of determining overtime
11 compensation due].” 29 C.F.R. § 778.200(c) (“all remuneration for employment paid
12 to employees which does not fall within one of [] seven exclusionary clauses must be
13 added into the total compensation received by the employee before his regular hourly
14 rate of pay is determined”).

15 18. The exclusions referenced above are discussed in Title 29 of the United
16 States Code, Section 207(e) (“Section 207”) and 29 C.F.R. Section 788.200, *et seq.*
17 Examples of these exclusions include *bona fide*: gifts, discretionary bonuses,
18 percentage bonuses, and stock option grants. 29 U.S.C. § 207 (e) and 29 C.F.R. §
19 788.200, *et seq.*

20 19. Notably, courts “interpret[] [exceptions] *narrowly against the employer*,
21 and the employer bears the burden of showing that an exception applies.” *White v.*
22 *Publix Super Markets, Inc.*, No. 3:14-CV-1189, 2015 WL 4949837, at *2 (M.D.
23 Tenn. Aug. 19, 2015) (emphasis added). Moreover, courts interpret wage laws
24 “liberally to apply to the furthest reaches consistent with congressional direction”
25 because “broad coverage is essential to accomplish the goal of outlawing from
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27 ¹ *See also* California’s Division of Labor Standards Enforcement (“DLSE”) *Enforcement Policies and Interpretations Manual* (2002), § 49.1.2 (adopting the
28 definition of “regular rate” from the FLSA under the California Labor Code).

1 interstate commerce goods produced under conditions that fall below minimum
2 standards of decency.” *Tony & Susan Alamo Found. v. Secretary of Labor*, 471 U.S.
3 290, 296 (1985).

4 20. Broad coverage and narrow exclusions bolster the specific purpose
5 behind overtime requirements: “compensating the employees for the burden of a long
6 workweek”² and “avoid[ing] the evil of . . . underpay.”³ Confirming the broad
7 application and protections of the wage laws and regulations, the Ninth Circuit
8 recently explained that in order to “effectuate the [overtime] statutory purposes . . .
9 [courts] must look **not to contract nomenclature but to all payments**, wages, piece
10 work rates, **bonuses, or things of value.**” *Brunozzi v. Cable Commc'ns, Inc.*, 851
11 F.3d 990, 995 (9th Cir. 2017) (internal citations omitted).

12 **C. Gifts and Discretionary Bonuses**

13 21. Two exclusions from the regular rate potentially applicable here are: (1)
14 Gifts, under Section 207(e)(1) and further defined in Code of Federal Regulations
15 Section 778.212 (“CFR 212”); and (2) Discretionary Bonuses, under Section
16 207(e)(3) and further defined in Code of Federal Regulations Section 778.211 (“CFR
17 211”).

18 22. Sums paid “in the nature of gifts” are excluded from the regular rate
19 under Section 207(e)(1). To qualify as an excluded gift, the payment must not be
20 “geared towards wages”— i.e. not dependent on “hours worked, production, or
21 efficiency.” 29 C.F.R. § 778.212 (1968).

22 23. Similarly, “discretionary bonuses” are excluded from the regular rate
23 under Section 207(e)(3). To qualify as a discretionary bonus, the amount must “not
24 [be] pursuant to any prior contract, agreement, or promise.” Likewise, at or near the
25 end of the period for which the bonus is paid, the employer must have sole discretion

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27 ² See e.g. *Walling v. Youngerman-Reynolds Hardwood Co.*, 325 U.S. 419, 424
(1945).

28 ³ *Brunozzi v. Cable Commc'ns, Inc.*, 851 F.3d 990, 995 (9th Cir. 2017).

1 over payment of the bonus and the amount. (Section 7(e)(3).) CFR 211 explains that
2 bonuses “announced to employees to induce them to work more steadily or more
3 rapidly or more efficiently or to remain with the firm are regarded as part of the
4 regular rate of pay.”

5 D. Application to Intuit’s Spotlight Program

6 24. Intuit’s Spotlight Bonuses are not gifts or discretionary bonuses. As an
7 initial matter, these bonuses are designed to incentivize and acknowledge desired
8 behaviors and outcomes. As such, they depend on the employees’ performance
9 (production, efficiency, and the like) and are “geared towards wages,” rather than “in
10 the nature of gifts” under Section 207(e)(1).

11 25. In the same way, Intuit pays the bonuses pursuant to a specific contract,
12 agreement, or promise – the Spotlight Program. While a manager may have the
13 discretion to award *some* of these bonuses (obviously not automated milestone
14 bonuses), the total amount of the Spotlight Program is predetermined by Intuit in
15 advance of each quarter and accounts for a set percent of base pay.

16 26. Rather, Intuit’s bonuses fall squarely within the category of non-exempt
17 “promised bonuses,” described in CFR 211. They are “announced to employees to
18 induce them to work more steadily or more rapidly or more efficiently or to remain
19 with the firm.” Such bonuses must be included in the regular rate.

20 V. COLLECTIVE ACTION ALLEGATIONS

21 27. By its actions described in this Complaint, Defendant violated the
22 FLSA. Plaintiff now bring a collective action for violations of the FLSA on behalf of
23 the COLLECTIVE ACTION GROUP which is defined as:

24 All persons nationwide who were, are, or will be employed by
25 Defendant as non-exempt employees who worked overtime and receive
26 bonuses or other payments under the Spotlight Program or substantially
27 similar programs during the period commencing three years prior to the
28 filing of this Complaint and ending on the date as the Court shall
determine.

1 28. To the extent equitable tolling operates to toll claims by the
2 COLLECTIVE ACTION GROUP against Defendant, the applicable statute of
3 limitations and period for calculating damages should be adjusted accordingly.

4 29. Plaintiff brings this lawsuit on behalf of herself individually and the
5 COLLECTIVE ACTION GROUP as a collective action. Defendant is engaged in
6 communication, business, and transmission throughout the United States and is,
7 therefore, engaged in commerce within the meaning of Title 29 of the United States
8 Code Section 203(b).

9 30. Federal labor law mandates that an employee must be compensated for
10 all hours worked, including straight time compensation and overtime compensation.
11 For all hours worked over 40 in a week, overtime compensation is due at a rate not
12 less than one and one half times the regular rate of pay.

13 31. Defendant willfully engaged in a widespread pattern and practice of
14 violating these provisions by failing to pay required overtime wages.

15 32. This action meets all prerequisites for the maintenance of a collective
16 action under the FLSA. Specifically:

17 (a) The persons who comprise the COLLECTIVE ACTION GROUP
18 exceed 40 persons and are therefore so numerous that the joinder of all such
19 persons is impracticable and the disposition of their claims as a class will
20 benefit the parties and the Court;

21 (b) Nearly all factual, legal, statutory, declaratory, and injunctive
22 relief issues raised in this Complaint are common to the COLLECTIVE
23 ACTION GROUP and will apply uniformly to every member of the
24 COLLECTIVE ACTION GROUP;

25 (c) The claims of the representative Plaintiff are typical of the claims
26 of each member of the COLLECTIVE ACTION GROUP. Plaintiff, like all
27 other members of the COLLECTIVE ACTION GROUP, was subjected to
28 Defendant's illegal practices of failing to pay proper overtime wages. Plaintiff

1 sustained economic injury as a result of Defendant's employment practices.
2 Plaintiff and the members of the COLLECTIVE ACTION GROUP were and
3 are similarly or identically harmed by the same unlawful, deceptive, unfair,
4 and pervasive pattern of misconduct engaged in by Defendant; and

5 (d) The representative Plaintiff will fairly and adequately represent
6 and protect the interest of the COLLECTIVE ACTION GROUP, and has
7 retained attorneys who are competent and experienced in similar litigation.
8 There are no material conflicts between the claims of the representative
9 Plaintiff and the members of the COLLECTIVE ACTION GROUP that would
10 make collective treatment inappropriate. Counsel for the COLLECTIVE
11 ACTION GROUP will vigorously assert the claims of the entire
12 COLLECTIVE ACTION GROUP.

13 **VI. CALIFORNIA CLASS ALLEGATIONS**

14 33. Plaintiff also brings claims under California law as a class action
15 pursuant to FRCP Rule 23 on behalf of a CALIFORNIA CLASS which consists of:

16 All Defendants' California employees who were, are, or will be
17 employed as non-exempt employees who worked overtime and
18 received bonuses or other payments under the Spotlight Program or
19 substantially similar programs during the period commencing four
20 years prior to the filing of this Complaint and ending on the date as
21 determined by the Court.

22 34. To the extent equitable tolling operates to toll claims by the
23 CALIFORNIA CLASS against Defendant, the applicable statute of limitations or
24 recovery period should be adjusted accordingly.

25 35. Plaintiff is informed and believes that at least one member of the
26 CALIFORNIA CLASS is a citizen of a state other than California. Plaintiff is
27 informed and believes that the amount in controversy in the Complaint exceeds the
28 sum or value of \$5,000,000.

36. Defendant's corporate policies, practices, and procedures are in
violation of the applicable California Labor Code, IWC Wage Order Requirements,

1 and other applicable provisions of California law in several respects. It intentionally,
2 knowingly, and willfully refused to pay all compensation owed to Plaintiff and the
3 CALIFORNIA CLASS for overtime compensation. They also failed to provide
4 accurate itemized wage statements and failed to pay all wages when due.

5 37. This Class Action meets the statutory prerequisites for the maintenance
6 of a Class Action as set forth in FRCP Rule 23, in that:

7 (a) The persons who comprise the CALIFORNIA CLASS are so
8 numerous that the joinder of all such persons is impracticable and the
9 disposition of their claims as a class will benefit the parties and the Court;

10 (b) Nearly all factual, legal, statutory, declaratory, and injunctive
11 relief issues that are raised in this Complaint are common to the CALIFORNIA
12 CLASS and will apply uniformly to every member of the CALIFORNIA
13 CLASS;

14 (c) The claims of the representative Plaintiff are typical of the claims
15 of each member of the CALIFORNIA CLASS. Plaintiff, like all other
16 members of the CALIFORNIA CLASS, was subjected to Defendant's illegal
17 practice of refusing to pay adequate wages, refusing to pay wages when due,
18 and refusing to provide accurate wage statements. Plaintiff sustained economic
19 injury as a result of Defendant's employment practices. Plaintiff and the
20 members of the CALIFORNIA CLASS were and are similarly or identically
21 harmed by the same unlawful, deceptive, unfair, and pervasive pattern of
22 misconduct engaged in by Defendant; and

23 (d) The representative Plaintiff will fairly and adequately represent
24 and protect the interest of the CALIFORNIA CLASS, and has retained
25 attorneys who are competent and experienced in Class Action litigation. There
26 are no material conflicts between the claims of the representative Plaintiff and
27 the members of the CALIFORNIA CLASS that would make class certification
28

1 inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert
2 the claims of all CALIFORNIA CLASS members.

3 38. In addition to meeting the statutory prerequisites to a Class Action, this
4 action is properly maintained as a Class Action pursuant to FRCP Rule 23, in that:

5 (a) Without class certification and determination of declaratory,
6 injunctive, statutory, and other legal questions within a class format,
7 prosecution of separate actions by individual members of the CALIFORNIA
8 CLASS will create the risk of: inconsistent or varying adjudications with
9 respect to individual members and/or establishing incompatible standards of
10 conduct for the parties opposing the CALIFORNIA CLASS which would, as
11 a practical matter, be dispositive of interests of other members not party to the
12 adjudication. This would substantially impair or impede their ability to protect
13 their interests.

14 (b) The parties opposing the CALIFORNIA CLASS have acted or
15 refused to act on grounds generally applicable to the CALIFORNIA CLASS,
16 making class-wide relief appropriate with respect to the CALIFORNIA
17 CLASS as a whole.

18 (c) Common questions of law and fact exist as to the members of the
19 CALIFORNIA CLASS, with respect to the practices and violations of
20 California law as listed above. These common questions predominate over any
21 question affecting only individual members. A Class Action is superior to other
22 available methods for the fair and efficient adjudication of the controversy,
23 including consideration of:

24 1) The interests of the members of the CALIFORNIA CLASS
25 in individually controlling the prosecution or defense of separate
26 actions;
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1 2) The extent and nature of any litigation concerning the
2 controversy already commenced by or against members of the
3 CALIFORNIA CLASS;

4 3) The desirability or undesirability of concentrating the
5 litigation of the claims in the particular forum;

6 4) The difficulties likely to be encountered in the management
7 of a Class Action; and,

8 5) The basis of Defendant's conduct towards Plaintiff and the
9 CALIFORNIA CLASS.

10 **VII. FIRST CAUSE OF ACTION**
11 **BY PLAINTIFF ON BEHALF OF HERSELF AND COLLECTIVELY**
12 **ON BEHALF OF THE COLLECTIVE ACTION GROUP AGAINST**
13 **DEFENDANT FOR FAILURE TO PAY OVERTIME UNDER THE FLSA**
14 **(Collective Action under the FLSA)**

13 39. Plaintiff incorporates by reference each and every allegation contained
14 above.

15 40. Plaintiff brings this claim individually and on behalf of the
16 COLLECTIVE ACTION GROUP against Defendant.

17 41. Defendant knowingly, willfully, and intentionally failed to compensate
18 Plaintiff and the COLLECTIVE ACTION GROUP all wages due and owed under
19 the FLSA, including for overtime hours, as mandated by Title 29 of the United States
20 Code, Section 207(a), Title 29 of the Code of Federal Regulations, Sections 778.0, *et*
21 *seq.*

22 42. Defendant's willful violation of the FLSA entitles Plaintiff to recover
23 unpaid wages and an equal amount in the form of liquidated damages, as well as
24 reasonable attorneys' fees and costs of the action, including pre-judgment interest.
25 This amount will be determined at trial. *See* 29 U.S.C. § 216(b).

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1 **VIII. SECOND CAUSE OF ACTION**
2 **BY PLAINTIFF ON BEHALF OF HERSELF AND THE CALIFORNIA**
3 **CLASS AGAINST DEFENDANT FOR FAILURE TO PAY OVERTIME**
4 **UNDER STATE LAW**
5 **(Class Action under FRCP Rule 23)**

6 43. Plaintiff incorporates by reference each and every allegation contained
7 above.

8 44. Plaintiff brings this claim individually and on behalf of the
9 CALIFORNIA CLASS against Defendant.

10 45. California law requires overtime premium pay at not less than one and
11 one half times the regular rate for hours worked in excess of eight in a day or forty in
12 a week. *See* Cal. Lab. Code §§ 510 and 1198-1199; Cal. Code Regs., tit. 8, § 11040,
13 subd. (3)(A)(1) / IWC Wage Order 2-2001.

14 46. Defendant failed to provide sufficient additional compensation to
15 Plaintiff and the CALIFORNIA CLASS for overtime hours worked as explained
16 more fully above.

17 47. Plaintiff is entitled to recover the full amount of her overtime pay,
18 interest, applicable penalties, attorneys' fees, and costs.

19 **IX. THIRD CAUSE OF ACTION**
20 **BY PLAINTIFF ON BEHALF OF HERSELF AND**
21 **THE CALIFORNIA CLASS AGAINST DEFENDANT FOR FAILURE TO**
22 **PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
23 **(Class Action under FRCP Rule 23)**

24 48. Plaintiff incorporates by reference each and every allegation contained
25 above.

26 49. Plaintiff brings this claim individually and on behalf of the
27 CALIFORNIA CLASS against Defendant.

28 50. The purpose for California's wage statement requirement, Labor Code
Sections 226, *et seq.*, is to ensure the employees are able to determine whether or not
they are being paid their wages in accordance with California law. Under Labor Code
Section 226(h), "[a]n employee may also bring an action for injunctive relief to

1 ensure compliance with this section, and is entitled to an award of costs and
2 reasonable attorney's fees."

3 51. Defendant violated the above statute by failing to provide accurate and
4 complete paystubs/wage statements. Defendant's wage statements fail to accurately
5 reflect overtime pay, gross wages, and net wages, among other shortcomings.
6 Because Plaintiff was not aware of what her true wages should be and how they were
7 calculated, she suffered economic loss in the form of lower wages for her labor.

8 52. Defendant's violations in this respect are ongoing and will continue until
9 and unless this Court enters an injunction barring such violations. Plaintiff therefore
10 seeks damages and injunctive relief pursuant to Labor Code section 226, including
11 attorneys' fees and costs incurred therein.

12 53. Plaintiff is entitled to recover applicable penalties, attorneys' fees, and
13 costs.

14 **X. FOURTH CAUSE OF ACTION**
15 **BY PLAINTIFF ON BEHALF OF HERSELF AND THE CALIFORNIA**
16 **CLASS AGAINST DEFENDANT FOR FAILURE TO PAY ALL WAGES**
17 **WHEN DUE**
18 **(Class Action under FRCP Rule 23)**

19 54. Plaintiff incorporates by reference each and every allegation contained
20 above.

21 55. Plaintiff brings this claim individually and on behalf of the
22 CALIFORNIA CLASS against Defendant.

23 56. Pursuant to California Labor Code Section 201, unpaid wages are due
24 upon termination.

25 57. Defendant failed to pay the earned and unpaid wages of Plaintiffs and
26 the CALIFORNIA CLASS in the required amount of time.

27 58. Pursuant to California Labor Code section 203, "[i]f an employer
28 willfully fails to pay, without abatement or reduction, in accordance with Sections
201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
quits, the wages of the employee shall continue as a penalty from the due date thereof

1 at the same rate until paid or until an action therefore is commenced; but the wages
2 shall not continue for more than 30 days.”

3 59. Accordingly, Plaintiff and the CALIFORNIA CLASS are entitled to
4 recover waiting-time penalties under California Labor Code Section 203 in an
5 amount equal to 30 times their daily wage.

6 **XI. FIFTH CAUSE OF ACTION**
7 **BY PLAINTIFF ON BEHALF OF HERSELF AND**
8 **THE CALIFORNIA CLASS AGAINST DEFENDANT**
9 **FOR VIOLATION OF CALIFORNIA’S UCL**
10 **(Class Action under FRCP Rule 23)**

11 60. California Business & Professions Code, Sections 17200, *et seq.*
12 (“UCL”) prohibits any unlawful, unfair, deceptive, or fraudulent business practice.

13 61. Defendant committed and continues to commit business practices within
14 the meaning of California’s UCL, including, but not limited to: (i) Failing to pay the
15 full amount of overtime wages; (ii) Failing to pay the full amount of their earned and
16 unpaid wages at the time of discharge; and (iii) Failing to provide accurate and
17 itemized wage statements.

18 62. The unlawful business practices described above have proximately
19 caused monetary damages to Plaintiff and to the general public.

20 63. Pursuant to the UCL, Plaintiff and the CALIFORNIA CLASS are
21 entitled to restitution of money or property acquired by Defendant by means of such
22 business practices, in amounts not yet known, but to be ascertained at trial.

23 64. Pursuant to the UCL, Plaintiff and the general public are entitled to
24 injunctive relief against Defendant’s ongoing continuation of such business practices.

25 65. If Defendant is not enjoined from engaging in the unlawful business
26 practices described above, Plaintiff and the general public will be irreparably injured,
27 the exact extent, nature, and amount of such injury being impossible to ascertain.

28 66. Plaintiff has no plain, speedy, and adequate remedy at law.

1 provisions related to overtime compensation and record keeping for
2 Defendant’s employees; and for an order enjoining and restraining
3 Defendant and its agents, servants, and employees related thereto;

4 9. For restitution to Plaintiff and those similarly situated of all funds
5 unlawfully acquired by Defendant by means of any acts or practices
6 declared by this Court to violate the mandates established by
7 California’s UCL;

8 10. For an injunction to prohibit Defendant from engaging in the unfair
9 business practices complained of here;

10 11. For an injunction requiring Defendant to give notice to persons to whom
11 restitution is owing of the means by which to file for restitution;

12 12. For actual damages or statutory penalties according to proof as set forth
13 in California Labor Code Section 226;

14 13. For pre-judgment interest as allowed by California Labor Code Sections
15 218.5 or 1194 and California Civil Code Section 3287;

16 14. For reasonable attorneys’ fees, expenses, and costs as provided by the
17 California Labor Code, the California Code of Civil Procedure, namely
18 Section 1021.5, and the FLSA; and

19 15. For such other relief that the Court may deem just and proper.

20 **XIII. REQUEST FOR JURY TRIAL**

21 Plaintiff hereby requests a Trial by Jury.

22
23 Respectfully submitted:

GLICK LAW GROUP, P.C.

24 DATED: June 16, 2017

By:

/s/ Noam Glick

Noam Glick
Kelsey McCarthy
225 Broadway, Suite 2100
San Diego, California 92101
Telephone: (619) 382-3400
Facsimile: (619) 615-2193

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Email: noam@glicklawgroup.com
Email: kelsey@glicklawgroup.com

NICHOLAS & TOMASEVIC, LLP
Craig M. Nicholas
Alex M. Tomasevic
Shaun Markley
225 Broadway, 19th Floor
San Diego, California 92101
Tel: (619) 325-0492
Fax: (619) 325-0496
Email: cnicholas@nicholaslaw.org
Email: atomasevic@nicholaslaw.org
Email: smarkley@nicholaslaw.org

Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
DARCI MYERS, an individual on behalf of herself, and on behalf of others similarly situated
(b) County of Residence of First Listed Plaintiff San Diego
(c) Attorneys (Firm Name, Address, and Telephone Number)
Noam Glick
GLICK LAW GROUP, P.C.
225 Broadway, Suite 2100, San Diego, California 92101

DEFENDANTS
INTUIT, INC., a Delaware corporation
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
'17CV1228 WQHBLM

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)
Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. § 207
Brief description of cause:
Failure to Pay Overtime Under the Fair Labor Standards Act, Violation of California's Unfair Competition Law,

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ 5,000,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY
(See instructions):
JUDGE
DOCKET NUMBER

DATE 06/16/2017
SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

- IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

- V. **Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A

< Inbox



How Spotlights apply to our team:

Seasonal Employees

Seasonal employees have no guarantee of full time regular employment at the end of their contract. We understand the challenges around seasonal employment. Spotlights are issued more frequently but in smaller amounts to seasonal employees in order to show our appreciation for all your hard work. We hope that it serves as a good incentive and motivation to finish the season with us.

Fulltime Employees

Full time employees receive numerous benefits working for Intuit that seasonal employees do not receive. In addition to those things these employees are expected to perform at a higher level than a seasonal employee – this is why they were brought on full time. These employees should not require the extra motivation to “finish the season.” Rather than get small spotlights for minor achievements full-time employees should be recognized for their big accomplishments as well as outstanding performance on appropriate assignments.

The Spotlight budget is not unlimited. There is a recognition budget for the fiscal year- a percentage of base payroll. The percentage of base pay is for both performance and service recognition (years of service) awards. It is allocated on a quarterly basis.

It is important that we are good stewards of the spotlight program. When you believe a team should receive a



It is important that we are good stewards of the spotlight program. When you believe a peer should receive a spotlight, manager approval is required. Run it by me.

J

Have a great weekend!

Alice Rovney

AIR Force Manager | Consumer Tax Group

77407 Direct

707-218-4138 Mobile

SOI: 4- -4-1

INTUIT



ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Intuit Fails to Account for Bonuses When Tallying Workers' Hourly Pay](#)
