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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES
11 UNLIMITED JURISDICTION

12 SHIRLEY WESTBROOK, on behalf of
13 herself and all other aggrieved employees, and
the general public,

14 *Plaintiff,*

15 v.

16 CLUB DEMONSTRATION SERVICES,
17 INC., a Connecticut Stock Corporation; and
DOES 1 through 50, inclusive,

18 *Defendants.*

Case No. **26STCV15475**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff SHIRLEY WESTBROOK ("Plaintiff"), on behalf of herself and all other
2 aggrieved employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants CLUB
5 DEMONSTRATION SERVICES, INC., a Connecticut Stock Corporation; and DOES 1 through
6 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code.
7 As set forth below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them at least minimum wage for all hours worked;
- 13 (5) failed to pay them overtime wages at the correct rate;
- 14 (6) failed to pay them for all vested vacation pay;
- 15 (7) failed to provide them with accurate written wage statements; and
- 16 (8) failed to pay them all of their final wages following separation of employment.

17 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
18 restitution, civil penalties, and related relief on behalf of herself and all others similarly situated, all
19 other aggrieved employees, and the State of California.

20 **JURISDICTION AND VENUE**

21 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
22 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
23 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

24 3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil
25 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
26 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
27 maintains offices, transacts business, and/or has an agent therein.

28 ///

1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant CLUB
5 DEMONSTRATION SERVICES, INC. is, and at all relevant times mentioned herein, a
6 Connecticut Stock Corporation doing business in the State of California.

7 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
8 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
9 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
10 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
11 fictitiously named defendants are responsible in some manner for the occurrences, acts and
12 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
13 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
14 capacities of the DOE defendants when ascertained.

15 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
16 mentioned herein, some or all of the defendants were the representatives, agents, employees,
17 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
18 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
19 and scope of such relationship and with the full knowledge, consent, and ratification by such other
20 defendants.

21 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
23 approximately February 20, 2022, through July 13, 2025.

24 **Missed Meal Periods**

25 9. Plaintiff and the putative class were not provided with meal periods of at least thirty
26 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
27 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
28 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an

1 employee would be able to take their breaks if they wanted to finish their work on time; and (4) no
2 formal written meal and rest period policy that encouraged employees to take their meal and rest
3 periods.

4 10. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
5 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
6 worked due to complying with Defendants' productivity requirements that required Plaintiff and
7 the putative class to work through their meal periods in order to complete their assignments on
8 time.

9 **Missed Rest Periods**

10 11. Plaintiff and the putative class were not provided with rest periods of at least ten
11 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
12 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
13 each work shift with not enough workers; (3) imposing so much work on each employee such that
14 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
15 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
16 take their meal and rest periods.

17 12. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
18 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
19 due to complying with Defendants' productivity requirements that required Plaintiff and the
20 putative class to work through their rest periods in order to complete their assignments on time.

21 **Vacation Pay**

22 13. Plaintiff and the putative class accrued vacation wages during their employment with
23 Defendants.

24 14. Vacation wages are considered a form of wages under Labor Code § 200. Vested
25 vacation pay and other similar forms of paid time off earned based on labor performed are
26 considered wages that cannot be subject to forfeiture without compensation for forfeited days at the
27 applicable rates required by law.
28

15. At all relevant times, Defendants maintained policies that provide for the unlawful forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-Up Co.*, (1982) 31 Cal. 3d 774.

16. Plaintiff and the putative class are entitled to vacation accrued during their employment with Defendants. Upon termination, Plaintiff and the putative class were not paid all accrued vacation pay.

Wage Statements

17. Plaintiff and the putative class were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

18. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

19. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

20. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

21. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 et seq.)

22. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

23. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, and 1198.

1 24. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
2 herself and other current and former employees, to bring a representative civil action to recover
3 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
4 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

5 25. Plaintiff, a former employee against whom Defendants committed one or more of the
6 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
7 within the meaning of Labor Code § 2699(c).

8 26. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
9 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
10 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
11 intent to investigate.

12 27. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
13 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
14 227.3, 510, 512, 1194, 1197, and 1198:

- 15 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, and
16 1198, one hundred dollars (\$100) for each employee per pay period for each
17 initial violation and two hundred dollars (\$200) for each employee per pay
18 period for each subsequent violation (penalties set by Labor Code §
19 2699(f)(2));
- 20 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
21 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 22 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
23 employee for each initial violation that was neither willful nor intentional,
24 two hundred dollars (\$200) for each employee, plus 25% of the amount
25 unlawfully withheld from each employee, for each initial violation that was
26 either willful or intentional, and two hundred dollars (\$200) for each
27 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
28 from each employee, for each subsequent violation, regardless of whether the

1 subsequent violation was either willful or intentional (penalties set by Labor
2 Code § 210);

3 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
4 employee for each initial violation that was neither willful nor intentional,
5 two hundred dollars (\$200) for each employee, plus twenty-five percent
6 (25%) of the amount unlawfully withheld from each employee, for each
7 initial violation that was either willful or intentional, and two hundred dollars
8 (\$200) for each employee, plus twenty-five percent (25%) of the amount
9 unlawfully withheld from each employee, for each subsequent violation,
10 regardless of whether the subsequent violation was either willful or
11 intentional (penalties set by Labor Code § 225.5);

12 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
13 citation, two hundred and fifty dollars (\$250) for each employee for each
14 violation. Alternatively, if an initial citation or its equivalent occurred before
15 the filing of this action, one thousand dollars (\$1,000) for each employee for
16 each violation (penalties set by Labor Code § 226.3);

17 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
18 employee for each initial pay period for which the employee was underpaid,
19 and one hundred dollars (\$100) for each employee for each subsequent pay
20 period for which the employee was underpaid (penalties set by Labor Code §
21 558);

22 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
23 aggrieved employee for each initial violation of Labor Code § 1197 that was
24 intentional and two hundred and fifty dollars (\$250) for each aggrieved
25 employee per pay period for each subsequent violation of Labor Code §
26 1197, regardless of whether the initial violation was intentional (penalties set
27 by Labor Code § 1197.1);
28

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

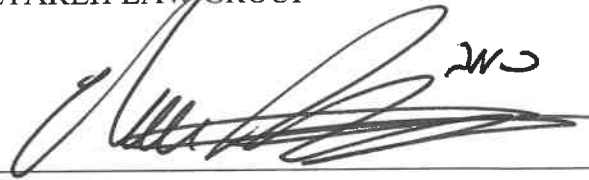
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: May 13, 2026

SETAREH LAW GROUP

A handwritten signature in black ink, appearing to read 'Shaun Setareh', is written over a horizontal line. To the right of the signature, the initials 'WJ' are handwritten.

SHAUN SETAREH
VICTORIA MAS
Attorneys for Plaintiff
SHIRLEY WESTBROOK