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and on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JODI GHERNA, individually, and on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

CALIFORNIA COMMERCE CLUB,
INC., a California corporation, dba The
Commerce, and DOES 1-50, inclusive,

Defendant.

Case No. **26STCV14950**

COMPLAINT FOR:

**Civil Penalties Under Private Attorneys'
General Act, Labor Code Section 2698 *et seq.***

Plaintiff JODI GHERNA ("Plaintiff"), individually, and in her representative capacity as private attorney general, asserts claims against Defendant CALIFORNIA COMMERCE CLUB, INC., a California corporation dba The Commerce, and DOES 1 through 50, inclusive (collectively "Defendant" or "The Commerce") as follows:

INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys' General Act of 2004 ("PAGA"), Cal. Lab. Code section 2698 *et seq.* PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and all other current and

1 former aggrieved employees, to recover civil penalties and address an employer's violations of the
2 California Labor Code.

3 2. Plaintiff brings this action pursuant to the PAGA on a representative basis on behalf of all
4 non-exempt employees working directly or indirectly for Defendant in the State of California (the
5 "Aggrieved Employees") from one year prior to the filing of the PAGA notice to the conclusion of this
6 action.

7 3. Plaintiff brings this action on behalf of herself and the Aggrieved Employees to recover
8 civil penalties and address Defendant's violations of the California Labor Code and the IWC Wage
9 Orders.

10 4. In this case, Defendant violated various provisions of the California Labor Code and IWC
11 Wage Orders. Defendant's violations include: (1) failure to pay minimum wages; (2) failure to pay
12 overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5)
13 failure to timely pay wages owed during employment; (6) failure to provide accurate itemized employee
14 wage statements; (7) failure to reimburse necessary expenses; (8) failure to keep accurate records; (9)
15 failure to provide all of the required information at the time of hiring; and (10) failure to pay sick leave
16 at the proper rate.

17 5. This action is timely because Plaintiff suffered from a violation or numerous violations of
18 the California Labor Code within one year of the date on which a PAGA notice was sent to the LWDA
19 via online submission. More than 65 days have passed, and no response has been received by the LWDA.
20 Plaintiff thereby satisfied the notice requirement under the statute and is permitted to proceed with this
21 action in a representative capacity.

22 **JURISDICTION AND VENUE**

23 6. This Court has jurisdiction over this action pursuant to the California Constitution Article
24 VI §10, which grants the California Superior Court original jurisdiction in all causes except those given
25 by statute to other courts.

26 7. Further, there is no federal question at issue, as the issues herein are based solely on
27 California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil
28 Procedure, the California Civil Code, and the California Business and Professions Code.

8. Venue is proper in this Court because, upon information and belief, Defendant maintains

1 offices, have agents, employ individuals, and/or transact business in the State of California, County of
2 Los Angeles. Moreover, many of the acts, events, and violations alleged herein relating to Plaintiff
3 occurred in the State of California, County of Los Angeles.

4 **PARTIES**

5 9. Defendant California Commerce Club, Inc., dba The Commerce (“Defendant” or “The
6 Commerce”) is a California corporation in good standing and authorized to do business throughout the
7 state. Defendant The Commerce was and is, upon information and belief, at all times hereinafter
8 mentioned, an employer whose employees are engaged throughout this county and the State of California.

9 10. Plaintiff Jodi Gherna (“Plaintiff”) is and during the liability period has been, a resident of
10 California.

11 11. Plaintiff was employed by Defendant during the liability period as an hourly, non-exempt
12 employee.

13 12. Plaintiff and the members of the aggrieved group were employed, directly or indirectly,
14 by Defendant as non-exempt employees in the State of California from one year prior to the filing of the
15 PAGA notice to the conclusion of this action.

16 13. Whenever in this Complaint reference is made to any act, deed, or conduct of Defendant,
17 the allegation means that Defendant engaged in the act, deed, or conduct by or through one or more of
18 Defendant’s officers, directors, agents, employees, or representatives, who was actively engaged in the
19 management, direction, control, or transaction of the ordinary business and affairs of Defendant.

20 14. The true names and capacities of Defendants, whether individual, corporate, associate, or
21 otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who
22 therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will
23 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
24 designated hereinafter as DOES when such identities become known.

25 15. Plaintiff is informed and believes, and thereon alleges, that the Doe Defendants are the
26 partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and
27 the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the
28 performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and
conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants

1 as alleged herein.

2 16. Plaintiff is further informed and believes, and thereon alleges, that at all times material
3 herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the
4 alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by
5 Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of
6 each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is
7 made to individuals who are not named as Defendants in this complaint, but were employees and/or
8 agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this
9 complaint within the scope of their respective employments.

10 **FACTUAL ALLEGATIONS**

11 17. During the relevant time frame, Defendant compensated Plaintiff and the Aggrieved
12 Employees based upon an hourly wage.

13 18. Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto, have been
14 non-exempt employees within the meaning of the California Labor Code, and the implementing rules
15 and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC
16 Wage Orders and the Labor Code.

17 19. During the relevant period, Plaintiff has been employed by Defendant in an hourly, non-
18 exempt position since January 2020.

19 20. From 2023 until she commenced workers' compensation leave on October 23, 2025,
20 Plaintiff regularly worked a schedule consisting of five consecutive days per week — Tuesday through
21 Saturday — from 2:00 p.m. to 10:00 p.m., totaling more than 40 hours per week.

22 21. Plaintiff's position as Lead Casino Rotation Coordinator was highly demanding and
23 required advanced technical proficiency, exceptional organizational skills, and constant attention to
24 detail.

25 22. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was advised
26 by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements
27 of California's wage and employment laws.

28 23. All Aggrieved Employees, including Plaintiff, are similarly situated in that they are all
subject to Defendant's uniform policies and systemic practices as specified herein.

1 24. Plaintiff and the Aggrieved Employees were not properly compensated for all hours
2 worked, in part because they were frequently required to work off the clock, including during purported
3 meal periods and for pre and post shift work.

4 25. In addition, the Aggrieved Employees frequently worked in excess of eight (8) hours a
5 day and/or over forty (40) hours in a work week, but were not properly paid for such time at a rate of
6 time and one-half the employee's regular rate of pay per hour. Plaintiff and the Aggrieved Employees
7 also often worked in excess of twelve (12) hours in one day and/or over eight (8) hours on the seventh
8 day of the workweek, but were not properly paid for such time at a rate of two times the employee's
9 regular rate of pay per hour.

10 26. Plaintiff and the Aggrieved Employees were paid incentives, bonuses, commissions, and
11 other forms of non-discretionary compensation which were not properly blended into the regular rate.
12 As a consequence, overtime, sick leave, and premiums were underpaid.

13 27. Plaintiff and the Aggrieved Employees were regularly required to work shifts in excess of
14 five hours without being provided a lawful meal period and over ten hours in a day without being
15 provided a second lawful meal period as required by law.

16 28. Indeed, during the relevant time, as a consequence of Defendant's staffing and scheduling
17 practices, lack of coverage, work demands, and Defendant's policies and practices, Defendant frequently
18 failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant uninterrupted 30-
19 minute meal periods on shifts over five hours as required by law. By way of example, even during these
20 meal periods, she was still required to keep her radio with her and remained responsible for responding
21 to calls and communications, rendering these meal periods non-compliant with California law.

22 29. On information and belief, Plaintiff and the Aggrieved Employees did not waive their
23 rights to meal periods under the law.

24 30. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal
25 periods.

26 31. Despite the above-mentioned meal period violations, Defendant failed to compensate
27 Plaintiff, and on information and belief, failed to compensate the Aggrieved Employees, one additional
28 hour of pay at their regular rate as required by California law when meal periods were not timely or
lawfully provided in a compliant manner.

1 32. Plaintiff is informed and believes, and thereon alleges, that Defendant know, should know,
2 knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled to
3 receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not
4 receiving such compensation.

5 33. In addition, during the relevant time frame, Plaintiff and the Aggrieved Employees were
6 systematically not authorized and permitted to take one net ten-minute paid, rest period for every four
7 hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

8 34. Defendant maintained and enforced scheduling practices, policies, and imposed work
9 demands that frequently required Plaintiff and the Aggrieved Employees to forego their lawful, paid rest
10 periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest
11 periods were not timely authorized and permitted.

12 35. For example, throughout her employment, Plaintiff was required to remain available at all
13 times to monitor casino radio traffic and respond to floor needs. She was often unable to step away from
14 her desk, and when she used the restroom, she was required to carry her radio and remain on call. Staffing
15 levels did not permit relief coverage, and missing a call could result in discipline. As a result, Plaintiff
16 was unable to take uninterrupted rest periods during her workday.

17 36. Moreover, Plaintiff and the Aggrieved Employees were required to incur necessary
18 expenses in the discharge of their duties, including the cost of mandatory black polo shirts required as
19 part of her uniform, cell phone charges accrued from her personal device for work-related
20 communications with supervisors and coworkers via text and calls, and the cost of two ergonomic
21 computer mice that Plaintiff was required to purchase at her own expense due to severe wrist pain caused
22 by the demanding and repetitive nature of her work duties.

23 37. Despite the above-mentioned rest period violations, Defendant did not compensate
24 Plaintiff, and on information and belief, did not pay the Aggrieved Employees one additional hour of pay
25 at their regular rate as required by California law, including Labor Code section 226.7 and the applicable
26 IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

27 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,
28 Defendant knew that at the time of termination of employment (or within 72 hours thereof for resignations
without prior notice as the case may be) it had a duty to accurately compensate Plaintiff and the Aggrieved

1 Employees for all wages owed including straight time, overtime, meal and rest period premiums, and that
2 Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or
3 intentionally failed to do so in part because of the above-specified violations.

4 39. Defendant also failed to provide accurate, lawful itemized wage statements to Plaintiff
5 and the Aggrieved Employees in part because of the above specified violations. In addition, upon
6 information and belief, Defendant omitted an accurate itemization of total hours worked, the applicable
7 hourly rates, the number of hours worked at each rate, the name and address of the legal entity that is the
8 employer, gross pay and net pay figures from Plaintiff, and the Aggrieved Employees wage statements.
9 Such actions were and continue to be in violation of the California Labor Code and applicable IWC Wage
10 Orders.

11 40. Defendant has also made it difficult to determine applicable hourly rates of pay, total hours
12 worked, and account with precision for the unlawfully withheld wages and deductions due to be paid to
13 the Aggrieved Employees, including Plaintiff, during the liability period because it did not implement
14 and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided
15 rest and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
16 211(c), California Labor Code section 226, and applicable California Wage Orders.

17 41. Plaintiff and the Aggrieved Employees are covered by applicable California IWC Wage
18 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section
19 11000 *et seq.*

20 ***FAILURE TO PAY MINIMUM WAGES***

21 42. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
22 as if fully set forth herein.

23 43. Labor Code section 204 establishes the fundamental right of all employees in the State of
24 California to be paid wages, including minimum wage, straight time, in a timely fashion for their work.

25 44. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a
26 lesser wage, any employee receiving less than the legal minimum wage compensation applicable to the
27 employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum
28 wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

45. Labor Code section 1197 provides: The minimum wage for employees fixed by the

1 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
2 the payment of a lower wage than the minimum so fixed is unlawful.

3 46. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the
4 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Orders.

5 47. The applicable Wage Orders and California Labor Code sections 1197 and 1182.12
6 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state
7 law.

8 48. Labor Code section 2698 provides that any violation of Labor Code sections 1194(a) and
9 1194.2(a) allows an employee who has not been paid the legal minimum wage as required by Labor Code
10 section 1197 to recover the civil penalties together with attorneys' fees and costs of suit.

11 49. During all relevant periods, the California Labor Code and Wage Orders required that
12 Defendant fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours
13 worked.

14 50. The IWC Wage Orders define "hours worked" as "the time during which an employee is
15 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
16 work, whether or not required to do so."

17 51. At all times relevant, Plaintiff and the Aggrieved Employees consistently worked hours
18 for which they were not paid because Defendant frequently required Plaintiff and the Aggrieved
19 Employees to work off the clock, including without limitation during purported meal periods and for pre
20 and post-shift work, as well as for on-call shifts.

21 52. Plaintiff is informed and believes that Defendant was aware that Plaintiff and the
22 Aggrieved Employees were working off the clock and that they should have been paid for this time.

23 53. Defendant's policy and practice of not paying all minimum wages violates California
24 Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable Wage
25 Orders 4-2001 and 10-2001.

26 ***FAILURE TO PAY OVERTIME OWED***

27 54. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
28 as if fully set forth herein.

55. During all relevant periods, Defendant required Plaintiff and the Aggrieved Employees to

1 work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per
2 workweek.

3 56. During all relevant periods, both the California Labor Code sections 1194, 1197, 510,
4 1198, and the pertinent Wage Order required that all work performed by an employee in excess of eight
5 (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours
6 in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay.
7 Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no
8 less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours
9 on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice
10 the regular rate of pay of an employee.

11 57. During all relevant periods, Defendant had a uniform policy of requiring Plaintiff and the
12 Aggrieved Employees to work in excess of eight (8) hours in a workday and/or in excess of forty (40)
13 hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular
14 rate of pay. Upon information and belief, Defendant also failed to properly compensate Plaintiff and the
15 Aggrieved Employees for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours
16 on the seventh (7th) day of a workweek.

17 58. The IWC Wage Orders define "hours worked" as "the time during which an employee is
18 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
19 work, whether or not required to do so."

20 59. At all times relevant, Plaintiff and Aggrieved Employees consistently worked hours for
21 which they were not paid because Plaintiff and the Aggrieved Employees were required to work off the
22 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40) hours
23 in a workweek and should have been paid at the overtime rate.

24 60. Plaintiff is informed and believes that Defendant was aware that Plaintiff and the
25 Aggrieved Employees were working off the clock and that they should have been paid for this time.

26 61. In addition, upon information and belief, Defendant failed to incorporate all forms of
27 compensation, including without limitation bonuses, (shift) differentials, commissions, and incentives,
28 into the regular rate for overtime purposes.

62. As a result, Defendant failed to pay Plaintiff and the Aggrieved Employees earned

overtime wages and violated the law including 204, 210, 216, 510, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable Wage Orders 4-2001, and 10-2001.

63. Defendant knew or should have known Plaintiff and the Aggrieved Employees were undercompensated as a result of these practices.

FAILURE TO PROVIDE LAWFUL MEAL PERIODS

64. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

65. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than ten (10) hours without providing a second meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal break may only be waived by mutual consent, and if the employee did not waive his or her first meal period, and the employee's work day will not exceed twelve hours.

66. During the relevant time, Defendant failed to provide Plaintiff and the Aggrieved Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift.

67. Defendant also failed to provide Plaintiff and the Aggrieved Employees timely and uninterrupted second meal periods of not less than thirty (30) minutes on shifts longer than ten hours.

68. Indeed, during the relevant time, as a consequence of Defendant's staffing and scheduling practices, lack of coverage, work demands, and Defendant's policies and practices, Plaintiff and the Aggrieved Employees were not provided with legally required meal periods.

69. On information and belief, Plaintiff and the Aggrieved Employees did not waive their rights to meal periods under the law.

70. Plaintiff and the Aggrieved Employees were not relieved of all duty, were not allowed to leave the premises during meal periods, and/or were required to carry communications devices and remain on-call during purported meal periods.

1 71. Plaintiff and the Aggrieved Employees were not paid one hour of pay at their regular rate
2 for each day that a first or second meal period was not lawfully provided.

3 72. As a proximate result of the aforementioned violations, Plaintiff and the Aggrieved
4 Employees have been damaged in an amount according to proof at time of trial.

5 73. Pursuant to Labor Code § 226.7, Plaintiff and Aggrieved Employees are entitled to recover
6 one (1) hour of premium pay at the regular rate for each day in which a meal period violation occurred.
7 They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

8 74. As a result of the unlawful acts of Defendant, Defendant violated Labor Code section 512,
9 226.7, 1198, and the Wage Orders.

10 ***FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS***

11 75. Plaintiff incorporates by reference and realleges each and every allegation contained
12 above, as though fully set forth herein.

13 76. Pursuant to the IWC Wage Orders applicable to Plaintiff's and Aggrieved Employees'
14 employment by Defendant, "Every employer shall authorize and permit all employees to take rest
15 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized rest
16 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
17 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours
18 worked, for which there shall be no deduction from wages."

19 77. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during
20 any rest period mandated by an applicable order of the IWC.

21 78. Defendant was required to authorize and permit employees such as Plaintiff and the
22 Aggrieved Employees to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
23 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no
24 deduction from wages.

25 79. Despite said requirements of the IWC wage orders applicable to Plaintiff's and the
26 Aggrieved Employees' employment with Defendant, Defendant failed and refused to authorize and
27 permit Plaintiff and the Aggrieved Employees to take lawful, net ten (10) minute rest periods for every
28 four (4) hours worked, or major fraction thereof.

 80. Plaintiff and the Aggrieved Employees were not relieved of all duty, were not allowed to

1 leave the premises during rest periods, and/or were required to carry communications devices and remain
2 on-call during purported rest periods.

3 81. Defendant did not pay Plaintiff one additional hour of pay at her regular rate of pay for
4 each day that a rest period violation occurred. On information and belief, the Aggrieved Employees
5 endured similar violations as a result of Defendant's rest period policies and practices and Defendant did
6 not pay the Aggrieved Employees premium pay as required by law.

7 82. By their failure to authorize and permit Plaintiff and the Aggrieved Employees to take a
8 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof
9 worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total
10 ten (10) minute rest periods on days on which Plaintiff and the other Aggrieved Employees work(ed)
11 work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide compensation
12 for such unprovided rest periods as alleged herein, Defendant willfully violated the provisions of Labor
13 Code sections 226.7 and the applicable IWC Wage Order(s).

14 83. As a result of the unlawful acts of Defendant, Plaintiff and the Aggrieved Employees she
15 seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are
16 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under
17 Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287

18 ***FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING EMPLOYMENT***

19 84. Plaintiff incorporates by reference and realleges each and every allegation contained
20 above, as though fully set forth herein.

21 85. Labor Code section 204 requires that all wages are due and payable twice in each calendar
22 month.

23 86. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became due
24 and payable to each employee in each month that he or she was not provided with a meal period or rest
25 period or paid minimum wage, straight or overtime wages to which he or she was entitled.

26 87. Defendant violated Labor Code § 204 by systematically refusing to pay wages due under
27 the Labor Code.

28 88. Labor Code section 210 (a) provides that "In addition to, and entirely independent and
apart from, any other penalty provided in this article, every person who fails to pay the wages of each

1 employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall
2 be subject to a penalty as follow:

- 3 1. For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
 - 4 2. For each subsequent violation, or any willful or intentional violation, two hundred dollars
5 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
6 withheld.
- 7 89. Plaintiff and the Aggrieved Group are entitled to civil penalties, attorneys fees, and costs.

8 ***FAILURE TO REIMBURSE NECESSARY EXPENSES***

9 90. Plaintiff repeats and incorporates herein by reference each and every allegation set forth
10 above, as though fully set forth herein.

11 91. Labor Code § 2802 requires Defendant to indemnify Plaintiff and Aggrieved Employees
12 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

13 92. Plaintiff and Aggrieved Employees were required to incur expenses in the performance of
14 their assigned job duties. For example, Plaintiff and the Aggrieved Employees were required to incur
15 numerous out of pocket expenses, including the cost of mandatory black polo shirts required as part of
16 her uniform, cell phone charges accrued from her personal device for work-related communications with
17 supervisors and coworkers via text and calls, and the cost of two ergonomic computer mice that Plaintiff
18 was required to purchase at her own expense due to severe wrist pain caused by the demanding and
19 repetitive nature of her work duties, in direct consequence of the discharge of their duties.

20 93. Upon information and belief, the Defendant did not reimburse Plaintiff or the Aggrieved
21 Group for such expenses.

22 94. As a result of the unlawful acts of Defendant, Defendant violated Labor Code §2800 and
23 2802.

24 ***KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE
WAGE STATEMENT PROVISIONS***

25 95. Plaintiff repeats and incorporates herein by reference each and every allegation set forth
26 above, as though fully set forth herein.

27 96. Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly
28 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part

1 of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by
2 personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
3 total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates
4 of the period for which the employee is paid, (7) the name of the employee and only the last four digits
5 of his or her social security number or an employee identification number other than a social security
6 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
7 rates in effect during each the pay period and the corresponding number of hours worked at each hourly
8 rate by the employee....”.

9 97. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
10 accurate information with respect to each employee including the following: (3) Time records showing
11 when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily
12 hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates
13 of pay....”

14 98. Labor Code section 1174 of the California also requires Defendant to maintain and
15 preserve, in a centralized location, among other items, records showing the names and addresses of all
16 employees employed and payroll records showing the hours worked daily by, and the wages paid to, its
17 employees. On information and belief and based thereon, Defendant has knowingly and intentionally
18 failed to comply with Labor Code section 1174, including by implementing the policies and procedures
19 and committing the violations alleged in the preceding causes of action and herein. Defendant's failure
20 to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

21 99. Defendant has failed to record many of the items delineated in applicable Industrial Wage
22 Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of
23 the fact that each wage statement which failed to accurately compensate Plaintiff and Aggrieved
24 Employees for all hours worked and for missed and non-provided meal and rest periods, or which failed
25 to include compensation for all minimum wages earned or overtime hours worked, was an inaccurate
26 wage statement. In addition, the wage statements inaccurately stated totals hours worked and hours
27 worked at each hourly wage rate.

28 100. On information and belief, Defendant failed to implement and preserve a lawful record-
keeping method to record all non-provided meal and rest periods owed to employees or all hours worked,

1 as required for Non-Exempt Employees under California Labor Code section 226 and applicable
2 California Wage Orders. In order to determine if they had been paid the correct amount and rate for all
3 hours worked, Plaintiff and Aggrieved Employees have been, would have been, and are compelled to try
4 to discover the required information missing from their wage statements and to perform complex
5 calculations in light of the inaccuracies and incompleteness of the wage statements Defendant provided
6 to them.

7 101. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage
8 Orders, Defendant did not and still do not furnish each of the members of the Aggrieved Group with an
9 accurate itemized statement in writing accurately reflecting all of the required information. Here,
10 Plaintiff asserts the Defendant omitted required information, failed to accurately include all applicable
11 hourly rates on the wage statements and the corresponding number of hours worked at such rates or hours
12 paid at such rates. In addition, Defendant has failed to provide accurate itemized wage statements as a
13 consequence of the above-specified violations for failure to accurately pay all wages owed, accurately
14 record all hours worked, and failure to pay meal and rest period premiums as required by law.

15 102. Moreover, upon information and belief, as a pattern and practice, in violation of Labor
16 Code section 226(a) and the IWC Wage Orders, Defendant did not and do not maintain accurate records
17 pertaining to the total hours worked for Defendant by the members of the Aggrieved Group, including
18 but not limited to, beginning and ending of each work period, meal period and split shift interval, the
19 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

20 ***FAILURE TO KEEP ACCURATE PAYROLL AND TIMEKEEPING RECORDS***

21 103. The IWC wage orders, Labor Code sections 226(a), 1174, and 1174.5 require that the
22 Defendant keep accurate payroll and timekeeping information.

23 104. By virtue of the above-specified violations, including the failure to record hours worked
24 off the clock, wages earned, proper rates of pay and hours worked during purportedly provided meal
25 breaks, and the failure to timely pay wages according to requirements of Labor Code 204, Defendant
26 failed to keep accurate timekeeping and wage information and violated Labor Code sections 226(a), 1174,
27 and 1174.5.

28 105. Defendant also failed to keep accurate payroll information as a consequence of the above
specified violations, including the failure to pay for all hours worked, premiums for missed meal and rest

breaks as required by law.

FAILURE TO PROVIDE REQUIRED INFORMATION AT THE TIME OF HIRING

106. Labor Code section 2810.5 requires the employer to provide the following information to the employee at the time of hiring:

(a) (1) At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing the following information:

(A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable.

(B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances.

(C) The regular payday designated by the employer in accordance with the requirements of this code.

(D) The name of the employer, including any “doing business as” names used by the employer.

(E) The physical address of the employer’s main office or principal place of business, and a mailing address, if different.

(F) The telephone number of the employer.

(G) The name, address, and telephone number of the employer’s workers’ compensation insurance carrier.

(H) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

(I) The existence of a federal or state emergency or disaster declaration applicable to the county or counties where the employee is to be employed, and that was issued within 30 days before the employee’s first day of employment, that may affect their health and safety during their employment.

(J) Any other information the Labor Commissioner deems material and necessary.

107. Defendant failed to provide all of the required information to Plaintiff and Aggrieved Employees at the time of hiring, which constitutes a violation of the Labor Code.

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FAILURE TO RECORD AND PAY SICK LEAVE

108. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

109. Plaintiff alleges that Defendant failed to pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate.

110. Labor Code § 246(a)(1) provides: An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified.

111. Labor Code § 246(l) provides: “For calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

112. In this case, Plaintiff alleges that Defendant failed to pay sick leave at the proper rate because it failed to take all forms of compensation, including incentives, bonuses, commissions, differentials, and other wages into account in calculating the regular rate. This constitutes a violation of Labor Code.

113. Moreover, as a separate and independent violation, Plaintiff alleges that Defendant violated Labor Code § 246(i) by failing to record and report sick leave as required by law.

114. Labor Code § 246(i) provides that “an employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in life of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee’s itemized wage statement ‘unlimited’. The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226.”

115. Here, Plaintiff asserts that Defendant violated Labor Code § 246(i) because Defendant

frequently omitted sick leave from the wage statements of Plaintiff and the other Aggrieved Employees.

116. Plaintiff further alleges that Defendant's failure to timely and properly pay sick leave as required by Healthy Workplace Healthy Family Act of 2014 (HWHFA), the Families First Coronavirus Response Act (FFCRA) and California Covid-19 Supplemental Paid Sick Leave laws also constituted violations of Labor Code section 1194 and 1197 because Defendants failed to pay sick leave at the proper rates required by statute.

117. Further, the failure to timely and properly pay sick leave when taken according to the timelines set forth in Labor Code § 204 constituted a violation of Labor Code § 204 and subjects Defendant to penalties under Labor Code § 210.

118. Former employees are also entitled to penalties under Labor Code section 203 for the failure to properly pay all sick leave wages owed for sick leave taken during employment in violation of Labor Code §§ 201-202.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE

SECTION 2698 ET SEQ.

119. Plaintiff incorporates by reference each and every paragraph above, and realleges each and every allegation contained above as though fully set forth herein.

120. Plaintiff gave timely written notice by online submission to the LWDA and by certified mail to Defendant of Defendant's violations of numerous provisions of the California Labor Code and the IWC Wage Orders as alleged in this complaint. All fees were paid as required by statute.

121. Plaintiff is an "aggrieved employee" as defined in Labor Code Section 2699(a), as she was employed by Defendant during the statutory period and suffered one or more of the Labor Code violations set forth herein. She seeks to recover for herself and all other current and former aggrieved employees of Defendant the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

122. 65 days have passed, and no response has been received from the LWDA. Accordingly, the LWDA has permitted Plaintiff to proceed in a representative capacity.

123. Plaintiff has exhausted all administrative procedures required of them under the Labor Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right in bringing forward this cause

1 of action.

2 124. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for which
3 Defendant is liable due to numerous Labor Code violations as set forth in this Complaint.

4 125. Plaintiff seeks to recover the PAGA civil penalties through a representative action
5 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969.
6 Class certification of the PAGA claims is not required.

7 126. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover civil
8 penalties for which Defendant is liable due to numerous Labor Code and Wage Order violations as set
9 forth in this Complaint.

10 127. Specifically, Plaintiff, on behalf of herself and the Aggrieved Employees, seeks penalties
11 under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 12 a. Defendant's failure to comply with the requirement of Labor Code §1182.12, 1194,
13 1197, 1198, and Wage Orders to pay at least minimum wage for every hour worked;
- 14 b. Defendant's failure to comply with the requirement of Labor Code §510, 1194, 1197,
15 1198, and Wage Orders to accurately pay all wages earned, including overtime and
16 reporting wages;
- 17 c. Defendant's failure to comply with the requirement of Labor Code §216 to pay wages
18 after demand was made;
- 19 d. Defendant's failure to comply with the requirement of Labor Code §§204 and 210 to
20 pay, without condition and within the time set by the applicable article, all wages, or
21 parts thereof;
- 22 e. Defendant's failure to comply with the requirement of Labor Code §225.5 to pay wages
23 due;
- 24 f. Defendant's failure to comply with the requirement of Labor Code §226.7, 512, 1198,
25 and IWC Wage Orders to provide timely, uninterrupted 30 minute off-duty meal
26 periods;
- 27 g. Defendant's failure to comply with the requirement of Labor Code §226.7, 1198, and
28 IWC Wage Orders to pay one hour of premium pay at the regular rate for each lawful
meal break that was not provided;

- h. Defendant's failure to comply with the requirement of Labor Code §226.7, 1198, and IWC Wage Orders to authorize and permit ten (10) minute rest breaks;
- i. Defendant's failure to comply with the requirement of Labor Code §§226.7, 1198, and IWC Wage Orders to pay one hour of premium pay at the regular rate for each statutorily required rest break that was not lawfully authorized and permitted;
- j. Defendant's failure to reimburse necessary expenses in violation of Labor Code § 2802;
- k. Defendant's failure to provide accurate compliant wage statements under Labor Code section 226;
- l. Defendant's failure to maintain required records in violation of Labor Code § 226, 1174, and IWC Wage Orders;
- m. Defendant's failure to provide all of the required information at the time of hiring in violation of Labor Code § 2810.5; and
- n. Defendant's failure to pay sick leave pay to Plaintiff and the Aggrieved Employees at the regular rate in violation of Labor Code § 246.

128. Plaintiff seeks civil penalties for Defendant's violation of Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

- a. Pursuant to Labor Code § 210, for violations of Labor Code § 204, Defendant is subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred (\$200) per employee for violations in subsequent pay periods plus 25% of the amount unlawfully withheld.
- b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226 (a) Defendant is subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay period.
- c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting on behalf of an employer who violated, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission," including Labor Code §§ 510 and 512, shall be subject to a civil

penalty, in addition to any other penalty provided by law, of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars (\$100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid.

d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d), Defendant is subject to a civil penalty of five hundred dollars (\$500).

e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

129. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under Labor Code §§ 2698 et seq. and 2699 because of Defendant's violation of numerous provisions of the California Labor Code and IWC Wage Orders.

130. Under Labor Code § 2699, Plaintiff and Aggrieved Employees are entitled to \$100 for any initial violation and \$200 for all subsequent violations of the above-mentioned provisions of the California Labor Code.

131. Under Labor Code § 2699, Plaintiff and Aggrieved Employees should be awarded thirty-five percent (35%) of all penalties due under California Law, interest, attorneys' fees and costs.

132. Under Labor Code § 2699, the State of California should be awarded sixty-five percent (65%) of the penalties due under California Law.

1 **PRAYER FOR RELIEF**

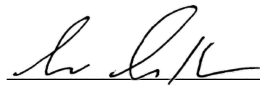
2 WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- 3 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq. for the violations
4 specified above;
- 5 2. For penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(a) and (f);
- 6 3. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California Civil
7 Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
- 8 4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§ 1194, 226, 2699,
9 and/or Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for attorneys'
10 fees and costs; and
- 11 5. For such other and further relief as the Court deems proper.

12 Respectfully submitted,

13
14 **EMPLAW, LLP**

15 Dated: May 11, 2026



16 Christina M. Lucio, Esq.

17 Mitchell J. Murray, Esq.

18 Nicholas W. Schieffelin, Esq.

19 Attorneys for Plaintiff JODI GHERNA
20 individually, and in her representative capacity as private
21 attorney general
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