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FILED
Superior Court Of California,
Sacramento
07/30/2021
Istewart1
By _____, Deputy
Case Number:
34-2021-00305321

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 IN AND FOR THE COUNTY OF SACRAMENTO

BY FAX

13 KYLEE BENEDETTI, on behalf of herself and
14 all others similarly situated,

15 Plaintiff,

16 v.

17 SCANDIA SPORTS, INC. dba SCANDIA
18 FAMILY FUN CENTER; SCANDIA FAMILY
19 FUN CENTERS, INC.; SCANDIA
20 MINIATURE GOLF CENTERS, INC.; and
21 DOES ONE through FIFTY,

22 Defendants.

Case No.

COMPLAINT FOR DAMAGES

1. Failure to Provide Meal and Rest Periods; Pay Premium Wages (Lab. Code §§ 226.7, 512, IWC Wage Order No. 10-2001);
2. Failure to Pay Reporting Time Wages (Lab. Code §§ 218, 1194, IWC Wage Order No. 10-2001);
3. Failure to Pay Earned Wages (Lab. Code §§ 200, 218, 1194, IWC Wage Order No. 10-2001);
4. Failure to Timely Pay Earned Wages (Lab. Code §§ 204, 210);
5. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, 1198, IWC Wage Order No. 10-2001);
6. Failure to Reimburse Business Expenses (Lab. Code § 2802);
7. Failure to Provide Accurate Itemized Wage Statements (Lab. Code §§ 226, 1174, IWC Wage Order No. 10-2001);
8. Failure to Pay Wages Upon Termination/Severance of Employment (Lab. Code §§ 201, 202, 203);

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9. Failure to Maintain Work Permits for Minors (Lab. Code §§ 1299, 1301);
10. Violation of Hours of Work Requirements for Minors (Lab. Code §§ 1391, 1391.1, 1392);
11. Unfair Competition and Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*); and
12. Representative Complaint for Penalties on Behalf of Aggrieved Employees Pursuant to the Private Attorneys General Act (Lab. Code §§ 2699, *et seq.*)

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DEMAND FOR JURY TRIAL (Code Civ. Proc. § 631).

INTRODUCTION

1. Plaintiff KYLEE BENEDETTI, on behalf of herself and on behalf of all those similarly situated, brings this Complaint against her former employer Defendant SCANDIA SPORTS, INC. dba SCANDIA FAMILY FUN CENTER; SCANDIA FAMILY FUN CENTERS, INC.; SCANDIA MINIATURE GOLF CENTERS, INC.; and DOES ONE through FIFTY (collectively "Defendants"). Defendants employed Plaintiff and the putative Class Members as non-exempt amusement park workers.

2. Plaintiff seeks to remedy Defendants' refusal to provide meal and rest periods or premium pay, pay reporting time wages, pay earned wages, to timely pay earned wages, to pay overtime wages, to reimburse attendants for business expenses, to provide accurate itemized wage statements, to pay all wages due upon termination, to maintain work permits for minors, and to employ minors within the hours of work requirements, as required by California law. Plaintiff further seeks to remedy Defendants' unfair business practices and seek relief through a representative complaint pursuant to the Private Attorneys General Act ("PAGA").

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PARTIES

3. Plaintiff is, and at all times relevant herein was, a resident of Sacramento County, California. Plaintiff was employed by Defendants from June 2019 through March 2020 in Defendant Scandia Sports, Inc.'s Sacramento location.

4. At the time of her employment, Plaintiff was a minor child and reached the age of majority in September 2020. Under the California Child Labor Protection Act and relevant law, the statute of limitations for any claim arising under the Labor Code is tolled until the aggrieved individual reaches the age of majority. (See Labor Code § 1311.5.)

5. Defendant Scandia Sports, Inc. dba Scandia Family Fun Center, is an amusement park incorporated under California law with headquarters in Sacramento, Sacramento County, California. Defendant Scandia Sports, Inc. operates two amusement park locations. One location is in Sacramento, Sacramento County, California and the second location is in Victorville, San Bernardino County, California.

6. Defendant Scandia Family Fun Centers, Inc. is incorporated under California law with headquarters in Rancho Cucamonga, San Bernardino County, California. On Plaintiff's information and belief, Defendant Scandia Family Fun Centers, Inc. is the management corporation of Defendant Scandia Sports, Inc.

7. Defendant Scandia Miniature Golf Centers, Inc. is an amusement park incorporated under California law with headquarters in Victorville, San Bernardino County, California. On Plaintiff's information and belief, Defendant Scandia Miniature Golf Centers, Inc. is an entity related to Defendant Scandia Sports, Inc.

8. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued in this action as DOES ONE through FIFTY, inclusive, and therefore sues the Defendants by the use of fictitious names, pursuant to Code of Civil Procedure section 474. Plaintiff will seek leave to amend the Complaint to allege the Does' true names and capacities when ascertained, together with appropriate charging allegations, where necessary. Plaintiff is informed and believes that each of the fictitiously named Defendants is

1 responsible in some manner for the occurrences alleged, and that Plaintiff's damages as alleged
2 herein were caused by the Defendants and the Doe defendants, and each of them.

3 VENUE AND JURISDICTION

4 9. Plaintiff was employed as an amusement park attendant by Defendants at Defendants'
5 location in Sacramento, Sacramento County, California. The putative Class Members are and were
6 employed as amusement park attendants by Defendants at their locations throughout California.

7 10. Pursuant to Code of Civil Procedure sections 395 and 395.5 venue is proper in this
8 Court as a substantial portion of the acts and/or omissions complained of giving rise to Defendants'
9 liability took place within the County of Sacramento.

10 11. This is an unlimited civil action as the alleged damages exceed \$25,000.00.

11 12. Plaintiff complied with the requirements of Labor Code section 2699.3(a) by giving
12 written notice to the Labor Workforce Development Agency ("LWDA") and Defendants of the
13 specific provisions of the Labor Code alleged to have been violated, including the facts and theories
14 to support each allegation. As of the filing of the Complaint, Plaintiff has not received any
15 notification that the LWDA intends to investigate the alleged violations and thus Plaintiff can pursue
16 a cause of action pursuant to Labor Code section 2699, *et seq.*

17 GENERAL ALLEGATIONS

18 13. At all times relevant herein, Defendants employed Plaintiff and the putative Class
19 Members as amusement park attendants (hereinafter referred to as "attendants"). Attendants have
20 numerous responsibilities including operating rides, selling food and beverages, and general customer
21 service.

22 14. Defendants are in the amusement and recreation industry by operating an amusement
23 park with rides, arcade-style games, and golf courses, which members of the general public can
24 access by paying an entry fee.

25 15. Plaintiff and the putative Class Members were frequently scheduled to work shifts
26 over five (5) hours in a day and were not provided with a legally compliant meal break or premium
27 pay. Defendants do not schedule meal breaks during the day. Instead, Plaintiff and the putative
28 Class must wait for a supervisor to tell them when to take a meal break. Often, Plaintiff and the

1 putative Class Members were required to find a supervisor or another employee to relieve them for
2 their meal break, which frequently resulted in the Plaintiff and putative Class Members taking lunch
3 breaks after their fifth hour of work.

4 16. If the Plaintiff or putative Class Members were unable to find relief for a meal break,
5 Defendants would release Plaintiff or the putative Class Members from work prior to the end of their
6 scheduled shifts, in lieu of taking a meal break. On other occasions, Plaintiff and the putative Class
7 Members would not take an unpaid meal break, during their shifts over five (5) hours a day.

8 17. Plaintiff and the putative Class Members did not have a facility where they could take
9 an uninterrupted meal break and were effectively unable to leave the facility for their meal break. As
10 such, the attendants were often interrupted during their meal breaks by customers needing assistance
11 and/or were unable to take a duty-free meal period even when they were given the time to take a meal
12 break.

13 18. On information and belief, Defendants would deduct a half hour of pay from the
14 Plaintiff and putative Class Members' paycheck, even if the attendants did not take an unpaid meal
15 break, on days when attendants were sent home early after not taking an unpaid meal break.

16 19. Plaintiff and the putative Class Members were not provided a paid rest break of at
17 least 10 minutes when working at least four (4) hours in a workday. Plaintiff and the putative Class
18 Members were not provided any premium pay for non-provided rest breaks.

19 20. During the winter months, Defendants may close the outdoor rides due to rain or wind.
20 Plaintiff and the putative Class Members were required to report to work and would be sent home due
21 to bad weather, without receiving reporting time pay.

22 21. Plaintiff and the putative Class Members would report to work and would be turned
23 away or asked to report at a later time, if their clothing did not satisfy Defendants' dress code.
24 Defendants would not provide reporting time pay when the attendants reported to work and were not
25 put to work.

26 22. Defendants would also send Plaintiff and the putative Class Members home early if
27 there was insufficient work. If the attendants were released from work before completing a half day
28 of their scheduled work, they were not provided with reporting time pay.

1 23. Defendants have a policy and/or practice requiring the attendants to use a fingerprint
2 scanner to clock in and out for work. Frequently, the fingerprint scanner did not work or was in a
3 secured, locked box that could only be opened by a supervisor. Plaintiff and the putative Class had to
4 wait between 15 to 20 minutes to have a supervisor unlock the fingerprint scanner, each time they
5 were required to clock in. Plaintiff and the putative Class were not compensated for the time they
6 spent waiting to clock in for work.

7 24. The total time that Plaintiff and the putative Class Members engage in off the clock
8 work causes the attendants to work over eight (8) hours in a day and/or more than 40 hours in a week.
9 Plaintiff and the putative Class Members are not paid overtime for any hours worked in excess of
10 eight (8) hours in a workday or 40 hours in a week, as required by law.

11 25. Defendants required Plaintiff and the putative Class Members to wear Seandia-
12 branded t-shirts, lanyards, and jackets. Defendants also sold to attendants hats and water bottles,
13 should the attendants choose to wear or use those items. Plaintiff and the putative Class Members
14 were required to sign an agreement to have these costs deducted from their paycheck. The attendants
15 were not reimbursed for the costs of their uniforms.

16 26. Defendants maintain concession stands on their premises and allow Plaintiff and the
17 putative Class Members to purchase food and refreshments at a discount, so long as Plaintiff and the
18 putative Class Members authorize the Defendants to directly deduct the costs of food and
19 refreshments from the attendants' paychecks. These costs are not itemized in the attendants'
20 paystubs.

21 27. Defendants failed to provide wages to Plaintiff and the putative Class in a written
22 statement containing all information required by California law. As a result, Defendants failed to
23 provide Plaintiff and the putative Class with an itemized wage statement containing the requisite
24 information and detail. Defendants failed to provide wage statements accurately reflecting the total
25 hours worked and the applicable hourly rates, overtime rates, premium pay, and itemized deductions
26 for uniforms or purchases at the concession stand, as required under California law.

27 28. Plaintiff and the putative Class were injured by this failure, as they were unable to
28 confirm the accuracy – or lack of accuracy – of the wages paid to them.

1 29. Defendants failed to promptly pay all wages owed to Plaintiff and the putative Class
2 Members upon termination or severance of their employment.

3 30. At the time of her employment, Plaintiff was a minor child of 16 or 17 years of age
4 and was enrolled in schooling. Defendants also employ minor children enrolled in school as
5 attendants (hereinafter referred to as "Subclass Members").

6 31. Defendants do not require Plaintiff or the putative Subclass Members to furnish a valid
7 work permit in order to be employed by Defendants.

8 32. When school was in session, Plaintiff and the putative Subclass Members were
9 required to work for more than four (4) hours on a school-day or more than eight (8) hours on a non-
10 school-day or any day preceding a non-school-day.

11 33. When school is in session, Plaintiff and the putative Subclass Members were required
12 to work past 10:00 p.m. on a school-day. Plaintiff and the putative Subclass Members are not
13 released from work until a supervisor instructs them that their shift is over, which would occur past
14 10:00 p.m.

15 34. On information and belief, Plaintiff and the putative Subclass Members were not
16 enrolled in any work experience program. If they were enrolled in such a program, Defendants did
17 not obtain permission to allow the Subclass Members to work more than four (4) hours in a day or
18 past 10:00 p.m.

19 35. When school was not in session, Plaintiff and the putative Subclass Members were
20 required to work for more eight (8) hours in a day.

21 **CLASS ACTION ALLEGATIONS**

22 36. Plaintiff asserts various causes of action on behalf of herself and other employees
23 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class generally
24 composed of all current and former employees ("the Class" or "putative Class Members") who are or
25 have been employed by Defendants in the State of California to regularly perform the work of
26 amusement park attendant, and to whom Defendants failed to (a) provide meal and rest breaks and
27 pay premium wages; (b) pay reporting time wages; (c) pay earned wages; (d) timely pay earned
28 wages; (e) reimburse business expenses; (f) provide accurate itemized wage statements; (g) pay

1 wages upon termination/severance of employment at any time for four (4) years prior to the original
2 filing of this lawsuit and continuing through the date of judgment in this action.

3 37. Plaintiff further seeks to represent a Subclass generally composed of all current and
4 former employees ("the Subclass" or "putative Subclass Members") who are or have been employed
5 by Defendants in the State of California as minor children to regularly perform the work of
6 amusement park attendants, and to whom Defendants failed to (a) maintain work permits and (b)
7 employ within the legal hours of work requirements under California law at any time for four (4)
8 years prior to the original filing of this lawsuit and continuing through the date of judgment in this
9 action.

10 38. Plaintiff reserves the right under California Rules of Court, rules 3.674 and 3.765, to
11 amend or modify the Class descriptions with greater particularity or further division into subclasses
12 or limitation to particular issues. The causes of action asserted on behalf of the putative Class and
13 Subclass has been brought and may properly be maintained as a class action under the provisions of
14 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
15 litigation and the Class is easily ascertainable.

16 39. **Numerosity:** The putative Class and Subclass Members, as defined, are so numerous
17 that joinder of all the members of the class is impracticable. While the precise number of putative
18 Class and Subclass Members has not been determined at this time, Plaintiff is informed and believes
19 that Defendants and Does 1 through 50 jointly employed at least forty (40) putative Class and
20 Subclass Members in the State of California during the relevant time period. Plaintiff alleges that
21 Defendants' employment records will provide information as to the number and location of each
22 putative Class Member.

23 40. **Commonality:** There are questions of law and fact common to the putative Class that
24 predominate over any questions affecting only individual putative Class and Subclass Members.
25 These common questions of law and fact include:

- 26 a. Whether Defendants failed to provide Plaintiff and the putative Class Members
27 either a 10 minute rest break after four (4) hours of work, and/or a 30 minute meal
28

- 1 break for work over five (5) hours, and whether Defendants failed to provide
2 premium pay for rest or meal breaks that were not given;
- 3 b. Whether Defendants failed to pay reporting time wages to Plaintiff and the
4 putative Class Members;
- 5 c. Whether Defendants' pay practices conformed to the requirements of the Labor
6 Code and applicable Industrial Welfare Commission Wage Order No. 10-2001;
- 7 d. Whether Defendants have or had a policy or practice of not paying earned wages
8 to Plaintiff and the putative Class Members, for work conducted off the clock;
- 9 e. Whether Defendants failed to timely pay Plaintiff and the putative Class Members
10 for all hours worked, during the applicable period;
- 11 f. Whether Defendants failed to pay Plaintiff and the putative Class Members
12 overtime at the rate of one and one-half times their regular rate of pay for all hours
13 worked, in excess of eight (8) hours in a day, or 40 hours a week during the
14 applicable period;
- 15 g. Whether Defendants failed to reimburse Plaintiff and putative Class Members for
16 business expenses;
- 17 h. Whether Defendants failed to provide Plaintiff and the putative Class Members
18 accurate itemized wage statements reflecting all hours worked, premium pay,
19 overtime pay, and other deductions;
- 20 i. Whether Defendants paid all wages owed to severed or terminated employees in a
21 timely manner upon termination;
- 22 j. Whether Defendants violated California Business & Professions Code sections
23 17200, *et seq.*, by failing to pay premium wages, pay reporting time wages, timely
24 pay earned wages, failing to pay earned wages, failing to pay overtime wages, and
25 failing to reimburse business expenses;
- 26 k. The nature and extent of monetary and equitable relief necessary to remedy
27 Defendants' unfair and unlawful conduct as herein alleged; and
- 28 l. Other questions of law and fact.

1 41. With respect to the putative Subclass the common questions of law and fact include:

2 a. Whether Defendants failed to maintain adequate work permits for minor
3 employees; and

4 b. Whether Defendants employed minor employees beyond the hours of work
5 requirements for minors under the Labor Code.

6 42. Typicality: The claims of the named Plaintiff are typical of the claims of the proposed
7 Class. Plaintiff and putative Class Members sustained injuries and damages arising out of and caused
8 by Defendants' common course of conduct in violation of statutes, as well as regulations that have
9 the force and effect of law, as alleged herein.

10 43. Ascertainability: The proposed Class Members are readily identifiable through
11 Defendants' personnel and payroll records, which by law are required to contain employee name and
12 address. Defendants should have in its possession sufficient information to locate and notify
13 potential Class Members.

14 44. Adequacy of Representation: Plaintiff will fairly and adequately represent and
15 protect the interests of putative Class Members. Counsel representing Plaintiff are experienced and
16 competent in litigating employment class actions.

17 45. Superiority of Class Action: A class action is superior to other available means for
18 the fair and efficient adjudication of this controversy. Individual joinder of all putative Class
19 Members is not practicable, and questions of law and fact common to the Class predominate over any
20 questions affecting only individual members of the Class. Each putative Class Member has been
21 damaged and is entitled to recovery because of Defendants' illegal wage-and-hour policies or
22 practices alleged above. Class action treatment will allow those persons similarly situated to litigate
23 their claims in the manner that is most efficient and economical for the parties and the judicial
24 system. Further, the prosecution of separate actions against Defendants by individual putative Class
25 Members would create a risk of inconsistent or varying adjudications that would establish
26 incompatible standards of conduct for Defendant. Plaintiff is unaware of any difficulties in managing
27 this case that should preclude class action.
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FIRST CAUSE OF ACTION

**Failure to Provide Meal and Rest Periods; Failure to Pay Premium Pay
(Labor Code §§ 226.7, 512, 1198, Industrial Welfare Commission Wage Order No. 10-2001)**

46. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs, as though fully set forth herein.

47. Labor Code section 226.7(a) prohibits an employer from requiring an employee to work during any rest period mandated by an applicable Industrial Wage Order. Industrial Welfare Commission Wage Order No. 10-2001, section 11(A) requires employers to permit employees to take a meal period of not less than 30 minutes during a work period of more than five hours.

48. Industrial Welfare Commission Wage Order No. 10-2001, section 12(A) requires employers to permit employees to take a paid rest period of at least 10 minutes for every four (4) hours worked or major fraction thereof.

49. Under both Labor Code section 226.7(b) and Industrial Welfare Commission Wage Order No. 10-2001, sections 11 and 12, if an employer fails to provide an employee with meal and rest periods as required, the employer must pay the employee one hour of pay at the employee's regular rate of compensation for each workday that a meal or rest period is not provided, as required.

50. Labor Code section 1198 makes unlawful the employment of an employee under conditions prohibited by the Industrial Welfare Commission.

51. Defendants have a policy or practice of failing to authorize and permit Plaintiff and Class Members to take an uninterrupted meal period after five (5) hours of work during a workday, or any rest period per four (4) hours of work, as required by Labor Code section 226.7 and Industrial Welfare Commission Wage Order No. 10-2001, sections 11 and 12.

52. Defendants also have a policy and practice of failing to pay one hour of compensation at each employee's regular rate of pay for each of Defendants' employees who were not authorized or permitted to take a meal period or rest period, as required by the Labor Code and Industrial Welfare Commission's Wage Order.

53. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and Class Members have sustained economic damages, including but not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic

1 and statutory damages and other appropriate relief from Defendants' violations of the California
2 Labor Code and Industrial Welfare Commission Wage Order No. 10-2001, sections 11 and 12.

3 **SECOND CAUSE OF ACTION**
4 **Failure to Pay Reporting Time Wages**
5 **(Labor Code §§ 218, 1194, Industrial Welfare Commission Wage Order No. 10-2001)**

6 54. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
7 paragraphs as though fully set forth herein.

8 55. Industrial Welfare Commission Wage Order No. 10-2001 applies to businesses in the
9 amusement and recreation industry, which includes amusement parks. At all times material hereto,
10 Industrial Welfare Commission Wage Order No. 10-2001, section 5 requires employers to pay
11 employees reporting time pay on occasions when they are required to report for work, and do report,
12 but are not put to work or are furnished less than half of their usual or scheduled day's work.

13 56. Despite the requirements of the Industrial Welfare Commission Wage Order No. 10-
14 2001, Defendants failed to pay reporting time wages when Plaintiff and the putative Class members
15 were required to report to work and did report but were furnished less than half of their scheduled
16 day's work.

17 57. As a result of Defendants' conduct alleged herein, Plaintiff and the putative Class
18 Members have suffered damages in the amount of the unpaid reporting time pay on days when
19 Plaintiff and the putative Class Members reported to work but were furnished less than half of their
20 scheduled day's work.

21 58. As a direct result of Defendants' conduct alleged herein, Plaintiff and the putative
22 Class have suffered, and are entitled to recover pursuant to Labor Code section 1194, monetary
23 damages in an amount equal to the sum of their unpaid wages, plus interest thereon, and liquidated
24 damages pursuant to Labor Code section 1194.2.

25 59. Plaintiff has retained the services of attorneys herein to maintain and prosecute this
26 action, and Plaintiff is entitled to recovery of reasonable attorneys' fees and costs incurred on
27 Plaintiff's behalf in the prosecution of this action pursuant to Labor Code section 1194.

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THIRD CAUSE OF ACTION
Failure to Pay Earned Wages
(Labor Code §§ 200, 218, 1194; Industrial Welfare Commission Wage Order No. 10-2001)

60. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs, as though fully set forth herein.

61. Labor Code section 200 defines wages as "all amounts for labor performed by employees of every description" and labor as "labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

62. Labor Code section 218 entitles Plaintiff and the putative Class to pursue a civil action to recover wages and/or penalties.

63. Industrial Welfare Commission Wage Order No. 10-2001 requires payment of all wages earned.

64. Defendants have suffered and permitted employees to perform work off the clock without receiving payment for their time worked. Defendants knows or has reason to know that Plaintiff and the putative Class Members have been performing this work off the clock, due to Defendants' own policies and practices. Such work is being done for the benefit of Defendant.

65. As a direct result of Defendants' conduct alleged herein, Plaintiff and the putative Class have suffered, and are entitled to recover pursuant to Labor Code section 1194, monetary damages in an amount equal to the sum of their unpaid wages, plus interest thereon, and liquidated damages pursuant to Labor Code section 1194.2.

66. Plaintiff has retained the services of attorneys herein to maintain and prosecute this action, and Plaintiff is entitled to recovery of reasonable attorneys' fees and costs incurred on Plaintiff's behalf in the prosecution of this action pursuant to Labor Code section 1194.

FOURTH CAUSE OF ACTION
Failure to Timely Pay Earned Wages
(Labor Code §§ 204, 210)

67. Plaintiff re-alleges and incorporates by reference the allegations in the preceding paragraphs, as though fully set forth herein.

1 68. At all times material hereto, Labor Code section 204(b)(1) has required employers to
2 pay employees "all wages earned for labor in excess of the normal work period . . . no later than the
3 payday for the next regular payroll period."

4 69. Labor Code section 210 entitles an employee to penalties resulting from a violation of
5 Labor Code section 204.

6 70. Plaintiff and the putative Class Members were employed by Defendants and entitled to
7 receive full payment of all earned wages as set forth in Labor Code section 204.

8 71. Defendants systematically failed and refused to provide Plaintiff and the putative
9 Class Members with their earned wages within the time frames set forth in Labor Code section 204.

10 72. In addition, Defendants suffered and permitted Plaintiff and the putative Class
11 Members to perform work off the clock without receiving payment for their time worked, within the
12 times provided by Labor Code section 204.

13 73. As a direct result of Defendants' conduct as alleged herein, Plaintiff and the putative
14 Class have suffered monetary damages and are entitled to recover a sum according to proof of all
15 unpaid wages plus interest thereon.

16 74. Plaintiff has retained the services of attorneys herein to maintain and prosecute this
17 action, and Plaintiff is entitled to recovery of reasonable attorneys' fees and costs.

18 **FIFTH CAUSE OF ACTION**

19 **Failure to Pay Overtime Wages**

20 **(Labor Code §§ 510, 1194, 1198; Industrial Welfare Commission Wage Order No. 10-2001)**

21 75. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
22 paragraphs, as though fully set forth herein.

23 76. Labor Code section 510 provides that an employer must pay overtime wages for work
24 done in excess of eight (8) hours in one workday, and work done in excess of 40 hours in one
25 workweek.

26 77. Labor Code section 510 requires an employer to compensate employees who work in
27 excess of eight (8) hours in one day or in excess of 40 hours in one workweek with one and one-half
28 times an employee's regular rate of pay.

1 78. Industrial Welfare Commission Wage Order No. 10-2001, section 3, explains that
2 employees "shall not be employed more than eight (8) hours in any workday or more than 40 hours in
3 any workweek unless the employee receives one and one-half (1 ½) times such employee's regular
4 rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a
5 day's work." If an employee works beyond eight (8) hours in a day or more than six days a week, an
6 employee must be paid overtime at a rate of one and one-half times an employee's regular rate of
7 pay.

8 79. Labor Code section 1198 provides that the employment of an employee for hours
9 longer than provided in the Industrial Welfare Commission's Wage Orders is unlawful.

10 80. At all times relevant herein, Plaintiff and the putative Class were not paid overtime
11 wages for working in excess of eight (8) hours a day, including, but not limited to the off the clock
12 work performed for Defendants. Defendants knows or should have reason to know that Plaintiff and
13 the putative Class conducted this work for the benefit of Defendants.

14 81. Defendants have required, suffered, and permitted Plaintiff and the putative Class
15 work for periods without paying them for such time, including time that must be paid at the overtime
16 rate.

17 82. Such policies and/or practices related to working off the clock have resulted in
18 Defendants' failure to properly pay overtime wages to Plaintiff and the putative Class Members.

19 83. Labor Code section 1194(a) allows an employee to recover in a civil action the unpaid
20 balance of overtime wages, including interest, attorney's fees, and costs of suit.

21 84. Plaintiff has retained the services of attorneys herein to maintain and prosecute this
22 action, and Plaintiff is entitled to recovery of reasonable attorneys' fees and costs incurred on
23 Plaintiff's behalf in the prosecution of this action pursuant to Labor Code section 1194.

24 **SIXTH CAUSE OF ACTION**
25 **Failure to Reimburse Business Expenses**
26 **(Labor Code § 2802)**

27 85. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
28 paragraphs, as though fully set forth herein.

1 86. At all times material hereto, Labor Code section 2802(a) provides that an employer
2 must indemnify and reimburse employees for all necessary expenditures and losses incurred by
3 employees in the discharge of their duties, or their obedience to the directions of an employer.

4 87. Plaintiff and the putative Class incurred necessary expenditures in the discharge of
5 their duties for Defendants, including but not limited to purchase of work uniforms, including t-shirts,
6 jackets, and lanyards.

7 88. These expenditures were required by Defendants and necessary for Plaintiff and the
8 putative Class to discharge their duties. Despite the requirements of Labor Code section 2802,
9 Defendants failed to reimburse Plaintiff and the putative Class for these expenditures.

10 89. As a direct result of Defendants' conduct alleged herein, Plaintiff and the putative
11 Class Members have suffered monetary damages in an amount equal to the sum of their
12 unreimbursed expenditures or losses incurred in the discharge of their duties, plus interest thereon.

13 **SEVENTH CAUSE OF ACTION**

14 **Failure to Provide Accurate Itemized Wage Statements**
15 **(Labor Code §§ 226, 1174, Industrial Welfare Commission Wage Order No. 10-2001)**

16 90. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
17 paragraphs, as though fully set forth herein.

18 91. Every employee of Defendants, during the applicable limitations period, was entitled
19 to a fully compliant accurate itemized wage statement for each work period as required by Labor
20 Code section 226. Defendants uniformly and systematically violated Labor Code section 226 as to
21 the itemized wage statements for all of Defendants' employees for periods in which employees were
22 not provided meal and rest periods and were owed premium pay, were not paid earned wages, were
23 not paid reporting time pay, and did not have itemized deductions for purchases reported on their
24 wage statements.

25 92. Defendants knowingly and intentionally failed to furnish accurate wage statements to
26 Plaintiff and the putative Class, which displayed the wages set forth above. Each violation is
27 presumed to have caused injury to Plaintiff and the Class Members by, among other things, impeding
28 them from knowing the amount of wages to which they are and were lawfully entitled. At all times

1 relevant herein, Defendants failed to maintain appropriate records as required under Labor Code
2 section 1174, and Industrial Welfare Commission Wage Order 10-2001, section 7.

3 93. Plaintiff and Class Members are entitled to seek injunctive relief requiring Defendants
4 to comply with Labor Code sections 226(a) and 1174(d), and further seek the amount provided
5 under Labor Code sections 226(e) and 1174.5, including the greater of all actual damages or fifty
6 dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per
7 employee for each violation in a subsequent pay period, up to a maximum of four thousand dollars
8 (\$4,000) per employee during the applicable limitations period. Plaintiff is informed and believes
9 that such violations and damages require only an examination of records.

10 **EIGHTH CAUSE OF ACTION**
11 **Failure to Pay Wages Upon Termination/Severance of Employment**
12 **(Labor Code §§ 201, 202, 203)**

13 94. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
14 paragraphs, as though fully set forth herein.

15 95. At all times material hereto, Labor Code sections 201, 202 and 203 have required
16 employers to pay employees all earned and unpaid wages at the time of their termination/severance
17 from employment.

18 96. Defendants failed to pay all wages due to Plaintiff and the Class Members upon
19 severance from employment and has failed to pay wages owed to severed employees within the time
20 frames required under the Labor Code.

21 97. Plaintiff and the putative Class are entitled to recover from Defendants in addition to
22 their earned and unpaid wages, a penalty under Labor Code section 203 equal to a day's wages for
23 each day Defendants failed to remit payment to the putative Class upon their severance or termination
24 of employment, to a maximum of thirty days' wages, plus interest thereon, and attorneys' fees and
25 costs of suit.

26 **NINTH CAUSE OF ACTION**
27 **Failure to Maintain Work Permits for Minors**
28 **(Labor Code §§ 1299, 1301)**

98. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
paragraphs, as though fully set forth herein.

1 99. Labor Code section 1299 provides that an employer that employs minors must keep on
2 file work permits.

3 100. Labor Code section 1288 outlines the civil penalties for violations of the child labor
4 laws.

5 101. Labor Code section 1301 provides that the civil penalties for violations of the work
6 permit requirements applies "to every person who owns or controls the real property upon which a
7 minor is employed, whether or not that person is the minor's employer, if the minor's employment is
8 for the benefit of the person, and the person has knowingly permitted the violation or continuation of
9 violations."

10 102. At all times material hereto, Defendants employed employees who were under the age
11 of 18 at their facilities and did not maintain work permits for those employees. At the time of her
12 employment, Plaintiff was a minor. On information and belief, Defendants have employed and
13 continue to employ employees under the age of 18, without maintaining adequate work permits.

14 103. As a direct result of Defendants' willful conduct as alleged herein, Plaintiff and the
15 putative Subclass Members have suffered a Class B violation under Labor Code section 1288 and are
16 entitled to civil penalties as provided by statute.

17 **TENTH CAUSE OF ACTION**
18 **Violation of Hours of Work Requirements for Minors**
 (Labor Code §§ 1391, 1391.1, 1392)

19 104. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
20 paragraphs, as though fully set forth herein.

21 105. At all times material hereto, Labor Code section 1391 regulates the working hours of
22 minor children. Labor Code section 1391(a)(3) provides that an employer shall not employ minors of
23 16 or 17 years of age "for more than eight hours in one day of 24 hours or more than 48 hours in one
24 week, or before 5 a.m., or after 10 p.m. on any day preceding a schoolday."

25 106. Labor Code section 1391(a)(4) explains that when school is in session, an employer
26 shall not employ minors of 16 or 17 years of age for more than four (4) hours in a school day, with
27 exceptions, including a work permit allowing a minor to work more than eight (8) hours.

1 107. Labor Code section 1391.1 provides that minors 16 years of age or older, and under
2 the age of 18 years, who are enrolled in work experience programs conducted by private schools,
3 may work after 10:00 p.m., only with the approval of a parent and the work experience coordinator.

4 108. At all times material hereto, Plaintiff was a minor of 16 or 17 years of age, enrolled in
5 school, and worked past 10:00 p.m. on a school day. Plaintiff also worked more than four (4) hours
6 during a school day and more than eight (8) hours.

7 109. On information and belief, Defendants have employed and continue to employ
8 employees under the age of 18 past 10:00 p.m. on a school day, for more than four (4) hours during a
9 school day, and for more than eight (8) hours.

10 110. As a direct result of Defendants' willful conduct as alleged herein, Plaintiff and the
11 putative Subclass Members have suffered a Class A and B violations under Labor Code section 1288
12 and are entitled to civil penalties as provided by statute.

13 **ELEVENTH CAUSE OF ACTION**
14 **Unfair Competition and Unfair Business Practices**
 (Business & Professions Code §§ 17200, et seq.)

15 111. Plaintiff re-alleges and incorporates by reference the allegations in the preceding
16 paragraphs, as though fully set forth herein.

17 112. Plaintiff brings this claim on behalf of herself, the Class and the general public,
18 pursuant to Business & Professions Code sections 17200, et seq. Plaintiff is a "person" within the
19 meaning of Business & Professions Code section 17204, and therefore, has standing to bring this
20 claim for equitable relief.

21 113. Business & Professions Code section 17200, et seq. provides that unfair competition
22 shall mean and include any "unlawful business act or practice." The conduct of Defendants, as
23 alleged herein, has and continues to be an unlawful business practice or act deleterious to Plaintiff
24 and all individuals similarly situated, as well as to the general public. Specifically, since the
25 commencement of her employment, Plaintiff was not provided meal and rest periods or premium pay
26 for those meal and rest periods that were not given, was not paid reporting time pay, was not paid
27 earned wages for all hours worked, was not timely paid earned wages, was not paid overtime, was not
28 reimbursed for business expenses, was not provided accurate itemized wage statements, and severed

1 or terminated employees were not paid all wages due upon termination. Moreover, minors employed
2 by Defendants were employed in violation of the child labor laws. These actions are in violation of
3 the Labor Code and Industrial Welfare Commission Wage Order No. 10-2001.

4 114. Through this conduct, Defendants have engaged in unlawful and unfair business
5 practices in violation of Business & Professions Code sections 17200, *et seq.*, depriving Plaintiff and
6 all individuals similarly situated of rights, benefits and privileges guaranteed under the law.

7 115. As a direct result of Defendants' conduct as alleged herein, Plaintiff and the putative
8 Class have been unjustly deprived of meal and rest periods, premium pay for missed meal and rest
9 periods, reporting time pay, wages for all hours worked in a timely manner, overtime pay, business
10 expenses, knowledge of their correct hours worked through an accurate itemized wage statements,
11 and all wages upon termination/severance of employment, as required by law. Plaintiff and the
12 putative Subclass have been unjustly deprived of the protections afforded to minors by working
13 beyond the legal limit, as required by law. As a direct result of Defendants' conduct as alleged
14 herein, Defendants have been unjustly enriched in an amount equal to unpaid wages and unpaid
15 business expenses rendered by Plaintiff and the putative Class.

16 116. Business & Professions Code section 17203 provides that the Court may restore to an
17 aggrieved party any money or property acquired by the Defendants by unlawful and/or unfair
18 business practices. Plaintiff is entitled to restitution pursuant to this section, as alleged herein,
19 according to proof.

20 117. Business & Professions Code section 17204 allows "any person who has suffered
21 injury in fact and has lost money or property" to prosecute a civil action for violation of the Unfair
22 Competition Law.

23 118. Pursuant to Business & Professions Code section 17203, injunctive relief is necessary
24 to prevent Defendants from continuing to engage in the unfair business practices as alleged herein.

25 119. As a result of its unlawful acts, Defendants have reaped and continue to reap unfair
26 benefits and illegal profits at the expense of Plaintiff and the putative Class. Defendants should be
27 enjoined from this activity, caused to specifically perform its obligations and made to disgorge these
28

1 ill-gotten gains and pay restitution to Plaintiff and Class Members including, but not limited to, all
2 unpaid wages and premium pay, penalties, an injunction and any other appropriate equitable relief.

3 120. Plaintiff has retained the services of attorneys herein to maintain and prosecute this
4 action, and Plaintiff is entitled to recovery of attorneys' fees incurred on Plaintiff's behalf in the
5 prosecution of this action.

6 **TWELFTH CAUSE OF ACTION**
7 **Private Attorneys General Act Claim for Civil Penalties**
8 **(Labor Code §§ 2699, *et seq.*)**

9 121. Plaintiff re-alleges and incorporates by reference the allegations set above, as though
10 fully set forth herein.

11 122. Labor Code section 2699(a) provides that any provision of the Labor Code that
12 provides for a civil penalty to be assessed and collected by the LWDA may, as an alternative, be
13 recovered through a civil action brought by an aggrieved employee brought on behalf of his or
14 herself, or his or herself and other current or former employees.

15 123. Labor Code section 2699(e) provides that for all provisions of the Labor Code except
16 those for which a civil penalty has been specifically provided, there is established a civil penalty for
17 a violation of these provisions equal to one hundred (\$100) per pay period for the initial violation of
18 each provision, and two hundred dollars (\$200) per pay period for each subsequent violation.

19 124. Labor Code section 2699.3(a) provides that a civil action by an aggrieved employee
20 shall only be commenced after the aggrieved employee has given written notice by certified mail to
21 the LWDA and the employer(s) of the specific provisions of the code alleged to have been violated,
22 including the facts and theories to support the alleged violation. Plaintiff has done this.

23 125. Plaintiff is an "aggrieved employee" under PAGA, as she has been employed by
24 Defendants during the applicable statutory period and suffered one or more of the Labor Code
25 violations alleged herein. Therefore, Plaintiff seeks to recover, on behalf of herself and all other
26 current and former aggrieved employees of Defendants, the civil penalties provided by PAGA, plus
27 reasonable attorneys' fees and costs.
28

1 126. Plaintiff seeks to recover PAGA civil penalties through a representative action
2 permitted by PAGA. Therefore, class certification of the PAGA claims is not required, but Plaintiff
3 may choose to seek certification of the PAGA claims.

4 127. Plaintiff specifically seek to recover the following civil penalties to redress
5 Defendants' conduct as alleged herein: violations of Labor Code sections 226.7 and 512 for failure to
6 provide meal and rest periods and pay premium wages; Labor Code sections 218 and 1194 for failure
7 to pay reporting time wages; Labor Code sections 200, 218 and 1194 for failure to pay earned wages;
8 Labor Code sections 204 and 210 for failure to timely pay earned wages; Labor Code sections 510,
9 1194, and 1198 for failure to pay overtime wages; Labor Code section 2802 for failure to reimburse
10 business expenses; Labor Code sections 226 and 1174 for failure to provide accurate itemized wage
11 statements; Labor Code sections 201, 202, and 203 for failure to pay wages upon termination; Labor
12 Code sections 1299 and 1301 for failing to maintain work permits for minors; and Labor Code
13 sections 1391, 1391.1, and 1392 for violating the hours of work requirements for minors.

14 **DEMAND FOR JURY TRIAL**

15 128. Plaintiff hereby demands a jury trial, as provided by Code of Civil Procedure section
16 631.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment as follows:

- 19 1. That this action be certified as a class action under Code of Civil Procedure section 382;
20 2. That Plaintiff be appointed as representative of the Class;
21 3. That counsel for Plaintiff be appointed as class counsel;
22 4. A declaratory judgment that the practices complained of herein are unlawful under
23 California law;
24 5. An award of damages, liquidated damages, and restitution to be paid by Defendants to
25 Plaintiff and the Class according to proof;
26 6. Appropriate statutory penalties;
27 7. Pre-judgment and post-judgment interest as provided by law;
28 8. Pursuant to Business and Professions Code sections 17200, *et seq.*, for restitution equal to

1 the sum of unpaid wages to Plaintiff, according to proof;

2 9. For penalties pursuant to Labor Code sections 2699, *et seq.*,

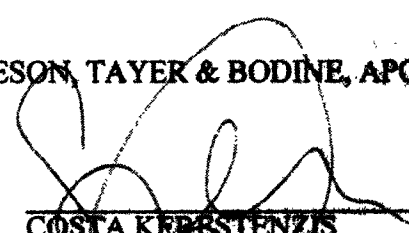
3 10. For an award of attorneys' fees and costs, in an amount the Court determines to be
4 reasonable, as authorized by the Labor Code and other provisions of law;

5 11. For appropriate injunctive relief; and

6 For such other relief as the Court may deem appropriate.

7 Dated: July 30, 2021

BEESON, TAYER & BODINE, APC

8
9 By: 

10 COSTA KERESTENZIS
11 SARAH S. KANBAR

12 Attorneys for Plaintiff KYLEE BENEDETTI
13 and Putative Class
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