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Per local Rule, This case is assigned to
Judge Devine, John P, for all purposes.

SUMMONS ISSUED

Attorneys for Plaintiff JAMIE RAISHAWN BARRON,
individually and on behalf of all others similarly situated,

SUPERIOR COURT OF CALIFORNIA

COUNTY OF CONTRA COSTA

JAMIE RAISHAWN BARRON, individually
and on behalf of all others similarly situated,

Case No. C25-01637

COMPLAINT

Plaintiff(s),

v.

SAFEAMERICA CREDIT UNION; and DOES
1 through 100,

Defendant(s).

- 1. Failure to Provide Compliant Meal Periods**
- 2. Failure to Provide Compliant Rest Periods**
- 3. Failure to Pay for All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Failure To Reimburse Work-Related Expenses**
- 6. Wage Statement Penalties**
- 7. Waiting Time Penalties**
- 8. Violation of Unfair Competition Law**
- 9. Private Attorneys General Act**

RELEVANT PARTIES

1. Plaintiff Jamie Raishawn Barron ("Plaintiff") is an adult resident of Contra Costa County, State of California and was at all times relevant residing in therein.
2. Defendant SafeAmerica Credit Union ("Defendant") is a California Corporation with its principal place of business located in Alameda County, State of California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of

1 California. All acts and omissions of Defendant employees as alleged herein occurred while they
2 were acting within the course and scope of their employment.

3 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
4 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
5 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
6 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
7 informed and believes, and based on such information and belief alleges, that each of the fictitiously
8 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
9 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
10 and Doe Defendants are collectively referred to as “Defendants”.

11 **JURISDICTION AND VENUE**

12 4. This action is properly filed in Contra Costa County because the acts and omissions that give
13 rise to Plaintiff’s claims took place in this County, and Defendants transact substantial business in
14 this County.

15 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
16 alleged herein occurred in Contra Costa County, California and Plaintiff suffered damages from
17 such conduct within this County.

18 **FACTUAL ALLEGATIONS**

19 6. At all times relevant, Plaintiff was Defendants’ employee.

20 7. Plaintiff was employed by Defendants from August 2023 to December 27, 2024.

21 8. Stationed at Defendant’s Walnut Creek branch located at 2868 Ygnacio Valley Road, Ms.
22 Barron attended to members’ financial needs, maintained the branch’s daily operations, and upheld
23 Defendant’s public image of trust and professionalism. Throughout her employment, Ms. Barron
24 was compensated at an hourly rate of approximately \$23, with the occasional addition of quarterly
25 bonuses—routinely \$1,000—and a medical differential amounting to \$300 per month.

26 9. During her tenure, Ms. Barron labored Monday through Friday, clocking in at 9:00 a.m. and
27 out at 5:00 p.m. Notably, the branch itself opened at 10:00 a.m. Despite the ostensible one-hour
28 period before opening—a window meant for essential setup tasks—Defendant frequently failed to

1 provide adequate coverage, thrusting Ms. Barron and a scant few colleagues into a constant state of
2 operational triage.

3 10. From the start of her employment until its untimely conclusion, Ms. Barron was subjected to
4 the burdens of a chronically understaffed workplace. By her reasonable estimate, for two weeks
5 each month, the branch operated without sufficient personnel to enable her to take a lawful meal
6 break. Indeed, on most workdays, Ms. Barron could not enjoy the 10-minute rest breaks mandated
7 by law. At no point did Defendant institute a consistent policy of clocking in and out for meal and
8 rest periods, and Ms. Barron was routinely interrupted during her occasional lunches. While she
9 sometimes received meager “meal differential pay,” it proved utterly insufficient and sporadic,
10 failing to rectify the recurring denial of fundamental break periods.

11 11. Despite toiling beyond eight hours in a workday or forty hours in a week approximately five
12 to ten times during her entire tenure, Ms. Barron never felt confident that her overtime
13 compensation was accurately or consistently disbursed. Defendant’s practices skirted the letter and
14 spirit of California’s wage-and-hour laws, leaving Ms. Barron undercompensated and overworked.

15 12. Over the course of more than a year, Ms. Barron expended approximately \$500 of her own
16 funds for work-related necessities—items as basic as water and toilet paper. These were supplies
17 that Defendant, by all rights, should have provided to its employees. Adding insult to injury, Ms.
18 Barron observed that other branches enjoyed water delivery services; yet her branch was seemingly
19 neglected, compelling her to assume out-of-pocket costs on an ongoing basis. Defendant refused to
20 reimburse these expenses, thereby compelling Ms. Barron to shoulder the financial burden of her
21 workplace’s rudimentary needs.

22 PAGA ALLEGATIONS

23 13. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
24 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
25 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
26 action brought by an aggrieved employee on behalf of himself or herself and other current or former
27 employees pursuant to the procedures outlined in Labor Code section 2699.3.

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14. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

15. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

16. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

17. On January 27, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

18. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

19. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to January 27, 2025, through final disposition of this action.”

FIRST CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

By Plaintiff Against All Defendants

20. Plaintiff incorporates by reference the paragraphs above.

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21. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes”.

22. An employer provides compliant meal breaks to its employees “if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

23. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks. (*Brinker*, supra).

24. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

25. For each day that Defendants failed to provide Plaintiff with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

26. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal break was missed.

27. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiff Against All Defendants

28. Plaintiff incorporates by reference the paragraphs above.

29. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

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1 30. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
2 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
3 5th 257, 269 (2016)).

4 31. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

5 32. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

9 33. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
10 break was missed.

11 34. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
12 penalties, attorney fees, and costs.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Pay for All Hours Worked**

15 **By Plaintiff Against All Defendants**

16 35. Plaintiff incorporates by reference the paragraphs above.

17 36. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
18 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
19 40 hours in a workweek.

20 37. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

21 38. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
22 penalties, attorney fees, and costs.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Pay All Overtime Owed**

25 **By Plaintiff Against All Defendants**

26 39. Plaintiff incorporates by reference the paragraphs above.

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1 40. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
2 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
3 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
4 one-half times the regular rate of pay for an employee.”

5 41. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

6 42. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
7 interest, penalties, attorney fees, and costs.

8 **FIFTH CAUSE OF ACTION**

9 **Failure To Reimburse Work-Related Expenses**

10 **By Plaintiff Against All Defendants**

11 43. Plaintiff incorporates by reference the paragraphs above.

12 44. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
13 all necessary expenditures or losses incurred by the employee in direct consequence of the
14 employee's discharge of his or her duties.

15 45. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

16 46. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
17 attorney fees, and costs.

18 **SIXTH CAUSE OF ACTION**

19 **Wage Statement Penalties**

20 **By Plaintiff Against All Defendants**

21 47. Plaintiff incorporates by reference the paragraphs above.

22 48. Labor Code section 226(a) requires employers to provide itemized wage statements to its
23 employees that identify accurate information regarding their compensation. Defendants, as a matter
24 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
25 statements to Plaintiff in violation of Labor Code section 226(a).

26 49. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
27 and incomplete.

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1 50. Defendants knowingly and intentionally issued wage statements that were inaccurate and
2 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
3 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

4 51. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
5 costs.

6 **SEVENTH CAUSE OF ACTION**

7 **Waiting Time Penalties**

8 **By Plaintiff Against All Defendants**

9 52. Plaintiff incorporates by reference the paragraphs above.

10 53. Labor Code sections 201 and 202 require that an employer provide an employee with all
11 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
12 employee's resignation.

13 54. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
14 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
15 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
16 thirty days.

17 55. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
18 conclusion of employment.

19 56. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
20 and costs.

21 **EIGHTH CAUSE OF ACTION**

22 **Violation of Unfair Competition Law**

23 **By Plaintiff Against All Defendants**

24 57. Plaintiff incorporates by reference the paragraphs above.

25 58. Defendants' conduct described herein constitutes unfair competition.

26 59. Specifically, Defendants have gained an unfair advantage over other similarly situated
27 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
28 owed.

1 60. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
2 wrongfully withheld wages.

3 61. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

4 **NINTH CAUSE OF ACTION**

5 **Private Attorneys General Act**

6 **By Plaintiff and the Aggrieved Employees Against All Defendants**

7 62. Plaintiff incorporates by reference the paragraphs above.

8 63. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
9 violation(s) of the Labor Code.

10 64. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

11 65. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
12 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
13 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

14 66. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
15 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
16 the penalties in Labor Code section 2699 apply.

17 67. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
19 sections 1197.1 and 2699 apply.

20 68. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
21 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
22 sections 558, 1197.1, and 2699 apply.

23 69. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
24 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
25 and 2699 apply.

26 70. With respect to violations of Labor Code section 203 for failure to pay all wages due to
27 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
28 Labor Code section 2699 apply.

1 71. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
2 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
3 apply.

4 72. With respect to violations of Labor Code section 1198 and the relevant wage order for
5 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in
6 Labor Code section 2699 apply.

7 73. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
8 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
9 the manner alleged herein.

10 74. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
11 to Labor Code section 2699(g).

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

14 **First Cause of Action**

- 15 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 16 2. Interest
- 17 3. Attorneys' fees
- 18 4. Costs
- 19 5. Other relief the court deems proper

20 **Second Cause of Action**

- 21 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 22 2. Interest
- 23 3. Attorneys' fees
- 24 4. Costs
- 25 5. Other relief the court deems proper

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1 Third Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
3 2. Liquidated damages
4 3. Interest
5 4. Attorneys' fees
6 5. Costs
7 6. Other relief the court deems proper

8 Fourth Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
10 2. Interest
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Fifth Cause of Action

- 15 1. Reimbursement of all work-related expenses
16 2. Attorneys' fees
17 3. Costs
18 4. Other relief the court deems proper

19 Sixth Cause of Action

- 20 1. Penalties pursuant to Labor Code section 226
21 2. Attorneys' fees
22 3. Costs
23 4. Other relief the court deems proper

24 Seventh Cause of Action

- 25 1. Penalties pursuant to Labor Code section 203
26 2. Attorneys' fees
27 3. Costs
28 4. Other relief the court deems proper

1 Eighth Cause of Action

- 2 1. Restitution of all wrongfully withheld wages
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Ninth Cause of Action

- 7 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
8 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
9 violate the California Labor Code in the manner alleged herein
10 3. Attorneys' fees
11 4. Costs
12 5. Other relief the court deems proper

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14 DATED: June 10, 2025

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