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Superior Court of California,
County of Placer

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER**

SARAH THURSTON, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

PLACE INDUSTRIES, INC. D.B.A.
DUTCH BROS COFFEE, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: S-CV-0048697

CLASS ACTION COMPLAINT

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid)
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Business & Professions Code § 17200, et seq.

1 Plaintiff SARAH THURSTON (“Plaintiff”), individually and on behalf of other members
2 of the general public similarly situated, based upon facts that either have evidentiary support or
3 are likely to have evidentiary support after a reasonable opportunity for further investigation and
4 discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendant PLACE INDUSTRIES, INC. D.B.A.
7 DUTCH BROS COFFEE and DOES 1 THROUGH 50 (hereinafter also collectively referred to
8 as “Defendant”) for California Labor Code violations, unfair business practices, and civil
9 penalties stemming from Defendant’s failure to pay overtime compensation, failure to provide
10 meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure
11 to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate
12 time and payroll records, failure to reimburse necessary business-related expenses, and failure to
13 pay reporting wages.

14 2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on
15 behalf of herself and similarly situated current and former employees of Defendant (hereinafter
16 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
17 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
18 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
19 and will be established according to proof at trial.

20 3. The Court has jurisdiction over this action pursuant to the California Constitution,
21 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
22 except those given by statute to other courts. The statutes under which this action is brought do
23 not specify any other basis for jurisdiction.

24 4. This Court has jurisdiction over Defendant because, upon information and belief,
25 Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise
26 intentionally avails itself of the California market so as to render the exercise of jurisdiction over
27 them by the California courts consistent with traditional notions of fair play and substantial
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1 justice.

2 5. Venue is proper in this Court because, upon information and belief, Defendant
3 maintain offices, have agents, and/or transact business in the State of California, County of Placer.

4 **PARTIES**

5 6. Plaintiff SARAH THURSTON is an individual residing in the County of Placer,
6 State of California.

7 7. Defendant PLACE INDUSTRIES, INC. D.B.A. DUTCH BROS COFFEE, is and
8 at all times herein mentioned was, a corporation organized and existing under the laws of the State
9 of California, and registered to do business in the state of California.

10 8. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
11 and therefore sues these defendants by such fictitious names. The Doe defendants may be
12 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
13 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
14 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
15 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
16 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
17 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
18 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
19 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
20 were proximately caused by its conduct. PLACE INDUSTRIES, INC. D.B.A. DUTCH BROS
21 COFFEE and Doe Defendants 1 through 50 are collectively referred to herein as "Defendant."

22 9. Defendant is and at all times herein mentioned was, (a) conducting business in the
23 County of Placer, State of California, and (b) the employer of Plaintiff consistent with the
24 California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

25 10. Plaintiff further alleges that Defendant, directly or indirectly controlled or affected
26 the working conditions, wages, working hours, and conditions of employment of Plaintiff and the
27 Class so as to make each of said Defendant employers and employers jointly liable under the
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1 statutory provisions set forth herein.

2 **CLASS ACTION ALLEGATIONS**

3 11. Plaintiff brings the First through Ninth Causes of Action as a class action on her
4 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
5 seeks class certification under Code of Civil Procedure section 382.

6 12. The proposed class is defined as follows: All current and former non-exempt
7 employees of any of Defendant within the State of California at any time commencing four (4)
8 years preceding the filing of Plaintiff's complaint up until the time that notice of the certified class
9 action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

10 13. Plaintiff reserves the right to establish other subclasses as appropriate.

11 14. The Class is ascertainable and there is a well-defined community of interest in the
12 litigation:

13 a. Numerosity: The Class Members are so numerous that joinder of all Class
14 Members is impracticable. The membership of the entire Class is unknown to
15 Plaintiff at this time; however, the Class is estimated to be over fifty (50)
16 individuals and the identity of such membership is readily ascertainable by
17 inspection of Defendant's employment records.

18 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
19 herein. Plaintiff will fairly and adequately protect the interests of the other Class
20 Members with whom she has a well-defined community of interest.

21 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
22 Member, with whom she has a well-defined community of interest and typicality
23 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
24 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
25 versed in the rules governing class action discovery, certification, and settlement.
26 Plaintiff has incurred, and during the pendency of this action will continue to
27 incur, costs and attorneys' fees, that have been, are, and will be necessarily
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1 expended for the prosecution of this action for the substantial benefit of each Class
2 Member.

3 d. Superiority: A class action is superior to other available methods for the fair and
4 efficient adjudication of this litigation because individual joinder of all Class
5 Members is impractical.

6 e. Public Policy Considerations: Certification of this lawsuit as a class action will
7 advance public policy objectives. Employers of this great state violate
8 employment and labor laws every day. Current employees are often afraid to
9 assert their rights out of fear of direct or indirect retaliation. However, class
10 actions provide the Class Members who are not named in the complaint
11 anonymity that allows for the vindication of their rights.

12 15. There are common questions of law and fact as to the Class that predominate over
13 questions affecting only individual members. The following common questions of law or fact,
14 among others, exist as to the members of the Class:

15 a. Whether Defendant's failure to pay wages, without abatement, or reduction, in
16 accordance with the California Labor Code was willful;

17 b. Whether Defendant had a corporate policy and practice of failing to pay Plaintiff
18 and the other Class Members for all hours worked, and missed, short, late or
19 interrupted meal periods and rest breaks in violation of California law;

20 c. Whether Defendant required Plaintiff and the other Class Members to work more
21 than eight (8) hours per day and/or more than forty (40) hours per week and failed
22 to pay the legally required overtime compensation to Plaintiff and the other Class
23 Members;

24 d. Whether Defendant deprived Plaintiff and the other Class Members of meal
25 and/or rest periods or required Plaintiff and the other Class Members to work
26 during meal and/or rest periods without compensation;

27 e. Whether Defendant failed to pay meal period premium wages to Class Members
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- 1 when they were not provided with a legally compliant meal period;
- 2 f. Whether Defendant failed to pay rest period premium wages to Class Members
- 3 when they were not authorized and permitted to take legally compliant rest
- 4 periods;
- 5 g. Whether Defendant failed to pay minimum wages to Plaintiff and the other Class
- 6 Members for all hours worked;
- 7 h. Whether Defendant failed to pay Plaintiff and the other Class Members the
- 8 required minimum wage pursuant to California law;
- 9 i. Whether Defendant failed to pay Plaintiff and the other Class Members proper
- 10 overtime compensation pursuant to California law;
- 11 j. Whether Defendant failed to pay all wages due to Plaintiff and the other Class
- 12 Members within the time required upon their discharge or resignation from
- 13 employment;
- 14 k. Whether Defendant failed to reimburse Plaintiff and the other Class Members for
- 15 all necessary business-related expenses and costs in violation of California Labor
- 16 Code section 2802;
- 17 l. Whether Defendant failed to pay reporting time wages in violation of the
- 18 applicable IWC Wage Order;
- 19 m. Whether Defendant failed to timely pay all wages due to Plaintiff and the other
- 20 Class Members during their employment;
- 21 n. Whether Defendant complied with wage reporting as required by the California
- 22 Labor Code, including section 226;
- 23 o. Whether Defendant's conduct was with malice, fraud or oppression;
- 24 p. Whether Defendant's conduct was willful or reckless;
- 25 q. Whether Defendant engaged in unfair business practices in violation of California
- 26 Business & Professions Code section 17200, *et seq.* based on their improper
- 27 withholding of compensation and deduction of wages;
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r. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendant's violation of California law; and

s. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

16. Defendant is a specialty restaurant of java and espresso drinks, teas, smoothies, and other beverages.

17. Defendant employed Plaintiff to work as a Barista from approximately 2019 to September 15, 2021.

18. At all relevant times set forth herein, Defendant employed Plaintiff and the Class as hourly-paid or non-exempt employees.

19. Throughout the time period involved in this case, Defendant had the authority to hire and terminate Plaintiff and the Class; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff and the Class; and to hire and terminate the employment of Plaintiff and the Class.

20. At all times herein mentioned, Defendant was subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

21. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff and the Class to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendant also implemented policies that prohibited Plaintiff and the Class from accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the Class all wages owed. In addition, Defendant routinely failed to permit Plaintiff and the Class to take timely and duty-free meal periods and rest periods in violation of California law. Defendant also failed to reimburse Plaintiff and the Class for all necessary business-related expenses, and failed to pay reporting wages.

1 22. Throughout the time period involved in this case, Defendant has implemented
2 policies and practices which failed to provide and with timely and duty-free meal periods.
3 Defendant routinely failed to relieve Plaintiff and the Class of all duties during their meal periods,
4 regularly failed to relinquish control over Plaintiff and the Class during their meal periods,
5 regularly failed to permit Plaintiff and the Class a reasonable opportunity to take their meal
6 periods, and regularly impeded or discouraged Plaintiff and the Class from taking thirty (30)
7 minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from
8 taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work
9 for shifts lasting more than ten (10) hours. Defendant also failed to maintain accurate records of
10 meal periods taken by Plaintiff and the Class.

11 23. Throughout the time period involved in this case, Defendant did not adequately
12 inform Plaintiff and the Class of their right to take meal periods under California law. Moreover,
13 Defendant systematically disregarded their own written policies regarding the provision and
14 timing of meal periods for Plaintiff and the Class. Instead, Defendant's actual policy and practice
15 was to schedule Plaintiff and the Class in a way that prohibited them from taking timely and duty-
16 free meal periods, and to require Plaintiff and the Class to work through their meal periods, for
17 which they were not compensated.

18 24. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
19 and the Class premium wages for meal periods that were missed, late, interrupted, or shortened
20 in violation of California law. Defendant knew or should have known that Plaintiff and the Class
21 were entitled to receive all meal periods or payment of one additional hour of pay at their regular
22 rate of pay when a meal period was missed, short, late, and/or interrupted. Notwithstanding this
23 knowledge, Defendant routinely failed to provide legally compliant meal periods to Plaintiff and
24 the Class, and routinely failed to pay one additional hour of pay to Plaintiff and the Class at their
25 regular rate of pay when a meal period was missed, short, late, and/or interrupted.

26 25. Throughout the time period involved in this case, Defendant have implemented
27 policies and practices which prohibited Plaintiff and the Class from taking timely and duty-free
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rest periods. Defendant regularly failed to provide, authorize, and permit Plaintiff and the Class to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

26. Throughout the time period involved in this case, Defendant did not adequately inform Plaintiff and the Class of their right to take rest periods under California law. Moreover, Defendant systematically disregarded their own written policies regarding the provision and timing of rest periods for Plaintiff and the Class. Instead, Defendant's actual policy and practice was to schedule Plaintiff and the Class in a way that regularly prohibited them from taking timely and duty free rest periods, and to regularly require Plaintiff and the Class to work through their rest periods.

27. Throughout the time period involved in this case, Defendant failed to pay Plaintiff and the Class premium wages for rest periods that were missed, late, interrupted, or shortened in violation of California law. Defendant knew or should have known that Plaintiff and the Class were entitled to receive all rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendant routinely failed to authorize and permit Plaintiff and the Class to take duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff and the Class at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

28. Throughout the time period involved in this case, Defendant regularly required Plaintiff and the Class to perform work off the clock. Although Defendant prohibited overtime, Defendant still regularly required that Plaintiff and the Class complete all of their assigned duties. To do so, Plaintiff and the Class were regularly required to perform work off the clock for which they were not compensated.

29. Throughout the time period involved in this case, Defendant implemented policies that prohibited Plaintiff and the Class from accurately recording the actual time worked, resulting

1 in a failure to pay Plaintiff and the Class all wages owed.

2 30. Throughout the time period involved in this case, Plaintiff and the Class worked
3 more than eight (8) hours in a day, and/or forty (40) hours in a week.

4 31. Throughout the time period involved in this case, Defendant regularly failed to
5 pay all overtime compensation owed to Plaintiff and the Class when they worked in excess of
6 eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of
7 twelve (12) hours in a single work day and/or eighty (80) hours in a single work week. Defendant
8 knew or should have known that Plaintiff and the Class were entitled to receive certain wages for
9 overtime compensation and that they were not receiving wages for overtime compensation.

10 32. Throughout the time period involved in this case, Defendant failed to pay overtime
11 to Plaintiff and the Class for all overtime hours worked based on regular rates of pay correctly
12 calculated to include all applicable remuneration.

13 33. Throughout the time period involved in this case, Defendant regularly failed to
14 pay Plaintiff and the Class at least minimum wages for all hours worked. Defendant knew or
15 should have known that Plaintiff and the Class were entitled to receive at least minimum wages
16 for all hours worked and that they were not receiving at least minimum wages for all hours
17 worked. Defendant's failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff
18 and the Class at the required minimum wage pursuant to California law, requiring Plaintiff and
19 the Class to perform work off the clock.

20 34. Throughout the time period involved in this case, Defendant regularly failed to
21 pay Plaintiff and the Class all wages owed to them upon discharge or resignation. Defendant knew
22 or should have known that Plaintiff and the Class were entitled to receive all wages owed to them
23 upon termination within the time permissible under California Labor Code section 202. Plaintiff
24 and the Class did not receive payment of all final wages owed to them upon discharge or
25 resignation, including overtime compensation and minimum wages within any time permissible
26 under California Labor Code section 202.

27 35. Throughout the time period involved in this case, Defendant regularly failed to
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1 pay Plaintiff and the Class all wages within any time permissible under California law, including,
2 *inter alia*, California Labor Code section 204. Defendant knew or should have known that
3 Plaintiff and the Class were entitled to receive all wages owed to them during their employment.
4 Plaintiff and the Class did not receive payment of all wages, including overtime compensation,
5 minimum wages, meal and rest period premiums.

6 36. Throughout the time period involved in this case, Defendant regularly failed to
7 provide complete or accurate wage statements to Plaintiff and the Class. Defendant knew or
8 should have known that Plaintiff and the Class were entitled to receive complete and accurate
9 wage statements in accordance with California law, but, in fact, they did not receive complete and
10 accurate wage statements from Defendant. The deficiencies included, *inter alia*, the failure to
11 include the total number of hours worked, the actual gross wages earned, the correct rates of pay.

12 37. Throughout the time period involved in this case, Defendant regularly failed to
13 keep complete or accurate payroll records for Plaintiff and the Class. Defendant knew or should
14 have known that Defendant was required to keep complete and accurate payroll records for
15 Plaintiff and the Class in accordance with California law, but, in fact, did not keep complete and
16 accurate payroll records.

17 38. Throughout the time period involved in this case, Defendant regularly failed to
18 maintain accurate records relating to Plaintiff's and the Class's work periods, meal periods, total
19 daily hours, hours per pay period, and applicable pay rates.

20 39. Throughout the time period involved in this case, Defendant failed to reimburse
21 Plaintiff and the Class for all necessary business-related expenses, including but not limited to
22 use of personal cell phone for work-related reasons, non-slip shoes, uniforms, and weather-related
23 protective gear. Defendant knew or should have known that Defendant was required to reimburse
24 Plaintiff and the Class for all necessary business-related expenses and costs, but, in fact, failed to
25 do so in violation of California law.

26 40. Throughout the time period involved in this case, Plaintiff and the Class were
27 sometimes required by Defendant to report for work and did report for work, but were either not
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1 to put to work or were furnished with less than half of their usual or scheduled day's work. On
2 such occasions, Defendant failed to pay Plaintiff and the Class required reporting time wages for
3 half their usual or scheduled day's work. Defendant also failed to pay Plaintiff and the Class for
4 two (2) hours at the employee's regular rate of pay on days in which Plaintiff and the Class were
5 required to report for work a second time in one workday and were furnished less than two (2)
6 hours of work upon the second reporting.

7 41. Throughout the time period involved in this case, Defendant knew or should have
8 known that they had a duty to compensate Plaintiff and the Class pursuant to California law.
9 Defendant had the financial ability to pay such compensation, but willfully, knowingly, and
10 intentionally failed to do so, and falsely represented to Plaintiff and the Class that they paid all
11 wages owed to them, all in order to increase Defendant's profits.

12 42. California Labor Code section 218 states that nothing in Article 1 of the Labor
13 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
14 to him [or her] under this article."

15 **FIRST CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 510 and 1198)**

17 **(Against All Defendants)**

18 43. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
19 every allegation set forth above.

20 44. California Labor Code section 1198 and the applicable Industrial Welfare
21 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
22 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
23 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

24 45. Specifically, the applicable IWC Wage Order provides that Defendant is and was
25 required to pay Plaintiff and the other Class Members employed by Defendant, and working more
26 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-
27 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours
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1 in a workweek.

2 46. The applicable IWC Wage Order further provides that Defendant is and was
3 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
4 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
5 in excess of eight (8) hours on the seventh day of work in a workweek.

6 47. California Labor Code section 510 codifies the right to overtime compensation at
7 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
8 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
9 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
10 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

11 48. During the relevant time period, Plaintiff and the other Class Members regularly
12 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

13 49. During the relevant time period, Defendant intentionally and willfully failed to pay
14 overtime wages owed to Plaintiff and the other Class Members.

15 50. Defendant's failure to pay Plaintiff and the other Class Members the unpaid
16 balance of overtime compensation, as required by California laws, violates the provisions of
17 California Labor Code sections 510 and 1198, and is therefore unlawful.

18 51. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
19 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
20 attorneys' fees.

21 **SECOND CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 226.7 and 512(a))**

23 **(Against All Defendants)**

24 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
25 every allegation set forth above.

26 53. At all relevant times, the relevant IWC Order and California Labor Code sections
27 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
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1 Defendant.

2 54. At all relevant times, California Labor Code section 226.7 provides that no
3 employer shall require an employee to work during any meal or rest period mandated by an
4 applicable order of the California IWC.

5 55. At all relevant times, the applicable IWC Wage Order and California Labor Code
6 section 512(a) provide that an employer may not require, cause or permit an employee to work
7 for a work period of more than five (5) hours per day without providing the employee with a meal
8 period of not less than thirty (30) minutes, except that if the total work period per day of the
9 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
10 both the employer and employee.

11 56. At all relevant times, California Labor Code section 512(a) further provides that
12 an employer may not require, cause or permit an employee to work for a work period of more
13 than ten (10) hours per day without providing the employee with a second uninterrupted meal
14 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
15 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
16 the employee only if the first meal period was not waived.

17 57. During the relevant time period, Plaintiff and the other Class Members who were
18 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
19 legally-mandated meal periods by mutual consent, were required to work for periods longer than
20 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

21 58. During the relevant time period, Plaintiff and the other Class Members who were
22 scheduled to work for a period of time in excess of ten (10) hours were required to work for
23 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
24 thirty (30) minutes.

25 59. During the relevant time period, Defendant intentionally and willfully required
26 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
27 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
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Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

60. During the relevant time period, Defendant failed to pay Plaintiff and the other Class Members the full meal period premiums due pursuant to California Labor Code section 226.7.

61. Defendant's conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

62. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

63. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

64. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendant.

65. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

66. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours."

67. During the relevant time period, Defendant required Plaintiff and other Class Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

68. During the relevant time period, Defendant willfully required Plaintiff and the other Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take uninterrupted, duty-free rest breaks.

69. During the relevant time period, Defendant failed to pay Plaintiff and the other Class Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class Members from taking uninterrupted rest periods.

70. Defendant's conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

71. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendant one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against All Defendants)

72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

73. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

74. During the relevant time period, Defendant regularly failed to pay minimum wage to Plaintiff and the other Class Members as required pursuant to California Labor Code sections

1 1194, 1197, and 1197.1.

2 75. Defendant's failure to pay Plaintiff and the other Class Members the minimum
3 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
4 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
5 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
6 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

7 76. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
8 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
9 unpaid and interest thereon.

10 **FIFTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 201, 202, 203)**

12 **(Against All Defendants)**

13 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
14 every allegation set forth above.

15 78. At all relevant times herein set forth, California Labor Code sections 201 and 202
16 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
17 discharge are due and payable immediately, and if an employee quits his or her employment, his
18 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
19 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
20 the employee is entitled to his or her wages at the time of quitting.

21 79. During the relevant time period, the employment of Plaintiff and many other Class
22 Members with Defendant ended, *i.e.* was terminated by quitting or discharge. Defendant
23 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
24 employed by Defendant all of their wages, earned and unpaid, including but not limited to
25 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
26 leaving Defendant's employ.

27 80. Defendant's failure to pay Plaintiff and other Class Members who are no longer
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employed by Defendant their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendant's employ, is in violation of California Labor Code sections 201 and 202.

81. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

82. Plaintiff and other Class Members who are no longer employed by Defendant are entitled to recover from Defendant the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code §§ 204 and 210)

(Against All Defendants)

83. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above

84. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

85. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

86. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

87. During the relevant time period, Defendant intentionally and willfully failed to pay Plaintiff and other Class Members all wages due to them, within any time period permissible

under California Labor Code section 204.

88. Plaintiff and other Class Members are entitled to recover all available remedies for Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against All Defendants)

89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

90. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

91. Defendant has intentionally and willfully failed to provide Plaintiff and the Class with complete and accurate wage statements. The deficiencies include, but are not limited to the failure list the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

92. Because of Defendant's violation of California Labor Code section 226(a),

1 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

2 93. More specifically, Plaintiff and the Class have been injured by Defendant's
3 intentional and willful violation of California Labor Code section 226(a) because they were
4 denied both their legal right to receive, and their protected interest in receiving, accurate and
5 itemized wage statements pursuant to California Labor Code section 226(a).

6 94. Plaintiff and the Class are entitled to recover from Defendant the greater of their
7 actual damages caused by Defendant's failure to comply with California Labor Code section
8 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

9 95. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
10 with this section, pursuant to California Labor Code section 226(g).

11 **EIGHTH CAUSE OF ACTION**

12 **(Violation of California Labor Code §§ 2800 and 2802)**

13 **(Against All Defendants)**

14 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
15 every allegation set forth above.

16 97. Pursuant to California Labor Code sections 2800 and 2802, an employer must
17 reimburse its employee for all necessary expenditures incurred by the employee in direct
18 consequence of the discharge of his or her job duties or in direct consequence of his or her job
19 duties or in direct consequence of his or her obedience to the directions of the employer.

20 98. Plaintiff and the Class incurred necessary business-related expenses and costs that
21 were not fully reimbursed by Defendant. Defendant's failure to reimburse for all necessary
22 business-related expenses and costs included their failure to reimburse Plaintiff and the Class for
23 costs incurred as a result of, including but not limited to, simple negligence.

24 99. Defendant intentionally and willfully failed to reimburse Plaintiff and the Class
25 for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover
26 from Defendant their business-related expenses and costs incurred during the course and scope
27 of their employment, plus interest accrued from the date on which the employee incurred the
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1 necessary expenditures at the same rate as judgments in civil actions in the State of California.

2 **NINTH CAUSE OF ACTION**

3 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

4 **(Against All Defendants)**

5 100. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 101. Defendant's conduct, as alleged herein, has been, and continues to be, unfair,
8 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendant's
9 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
10 within the meaning of Code of Civil Procedure section 1021.5.

11 102. Defendant's activities as alleged herein are violations of California law, and
12 constitute unlawful business acts and practices in violation of California Business & Professions
13 Code section 17200, *et seq.*

14 103. A violation of California Business & Professions Code section 17200, *et seq.* may
15 be predicated on the violation of any state or federal law. In this instant case, Defendant's policies
16 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
17 paying them proper compensation violate California Labor Code sections 510 and 1198.
18 Additionally, Defendant's policies and practices of requiring employees, including Plaintiff and
19 the Class, to work through their meal and rest periods without paying them proper compensation
20 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendant's policies and
21 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
22 sections 201, 202, 203 and 204.

23 104. Defendant also violated California Labor Code sections 221, 226(a), 1194, 1197,
24 1197.1, 510, 1174(d), 2800, and 2802.

25 105. As a result of the herein described violations of California law, Defendant
26 unlawfully gained an unfair advantage over other businesses.

27 106. Plaintiff and the Class have been personally injured by Defendant's unlawful
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business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

107. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendant during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendant, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendant provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and other Class Members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7;

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendant violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7;

21. For pre-judgment interest on any unpaid wages from the date such amounts were

1 due; and

2 22. For such other and further relief as the Court may deem just and proper.

3 **As to the Fourth Cause of Action**

4 23. That the Court declare, adjudge and decree that Defendant violated California
5 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
6 Plaintiff and the Class;

7 24. For general unpaid wages and such general and special damages as may be
8 appropriate;

9 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
10 Plaintiff and the Class in the amount as may be established according to proof at trial;

11 26. For pre-judgment interest on any unpaid compensation from the date such amounts
12 were due;

13 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Labor Code section 1194(a);

15 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

16 29. For such other and further relief as the Court may deem just and proper.

17 **As to the Fifth Cause of Action**

18 30. That the Court declare, adjudge and decree that Defendant violated California
19 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
20 time of termination of the employment of Plaintiff and other Class Members no longer employed
21 by Defendant;

22 31. For all actual, consequential, and incidental losses and damages, according to
23 proof;

24 32. For statutory wage penalties pursuant to California Labor Code section 203 for
25 Plaintiff and other Class Members who have left Defendant's employ;

26 33. For pre-judgment interest on any unpaid compensation from the date such amounts
27 were due; and
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34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendant violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

36. For statutory penalties pursuant to California Labor Code section 210;

37. For such other and further relief as the Court deems just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge and decree that Defendant violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

39. For actual, consequential and incidental losses and damages, according to proof;

40. For statutory penalties pursuant to California Labor Code section 226(e); and

41. For such other and further relief as the Court may deem just and proper.

As to the Eight Cause of Action

42. That the Court declare, adjudge and decree that Defendant violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

43. For actual, consequential and incidental losses and damages, according to proof;

44. For the imposition of civil penalties and/or statutory penalties;

45. For reasonable attorneys' fees and costs of suit incurred herein; and

46. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendant violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class

1 all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff
2 and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay
3 Plaintiff's and other Class Members' wages timely as required by California Labor Code section
4 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and
5 2802;

6 48. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment
7 interest from the day such amounts were due and payable;

8 49. For the appointment of a receiver to receive, manage and distribute any and all
9 funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant
10 as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

11 50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Code of Civil Procedure section 1021.5;

13 51. For injunctive relief to ensure compliance with this section, pursuant to California
14 Business and Professions Code sections 17200, *et seq.*; and

15 52. For such other and further relief as the Court may deem just and proper.
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18 Dated: June 30, 2022

PROTECTION LAW GROUP, LLP

19
20 By: 

21 Heather Davis
22 Amir Nayebdadash
23 Carlos Jimenez

24 *Attorneys for Plaintiff,*
25 SARAH THURSTON
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Dated: June 30, 2022

Am. J. Math.

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