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Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Brenda Williams, Deputy

Attorneys for Plaintiff RAFAELA CERVANTES CARRANZA,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

RAFAELA CERVANTES CARRANZA, an
individual on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

VOLK ENTERPRISES, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV-24-001479

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Violation of Labor Code §§ 201-203, 227.3;
7. Violation of Labor Code § 204;
8. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
9. Failure to Produce Requested Employment Records Under Labor Code §§ 226(b), 1198.5;
10. Violation of Labor Code § 246;
11. Failure to Pay Reporting Time Pay;
12. Violation of Labor Code § 221;
13. Failure to Provide One Day's Rest in Seven Under Labor Code §§ 551 and 552;
14. Violation of Labor Code § 2802;
15. Violation of Business & Professions Code § 17200 *et seq.*; and
16. Penalties under PAGA; Labor Code § 2698

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff RAFAELA CERVANTES CARRANZA (“Plaintiff”) brings this action on behalf of herself and the Class Members who are defined as “all current and former employees within the State of California who, at any time from four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants VOLK ENTERPRISES, INC., a Delaware corporation; and DOES 1 through 50” (all defendants being collectively referred to herein as “Defendants”).

2. Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the California Business & Professions Code, and seeks redress for these violations.

3. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Class Members who served in similar and related positions.

THE PARTIES

A. The Plaintiff

4. Plaintiff RAFAELA CERVANTES CARRANZA resides in California, during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant VOLK ENTERPRISES, INC. is a Delaware corporation with its principle executive offices in Alpharetta, Georgia and has been the employer listed on the wage statements and employment records issued to Plaintiff during the relevant time period. VOLK ENTERPRISES, INC. lists a California address with the California Secretary of State and employs Class Members in Stanislaus county, including at Defendants’ office in Turlock, California, and throughout California.

6. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently

unknown to Plaintiff, who therefore sue these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Class Members. Defendants, and each of them, exercised control over the wages, hours or working conditions of Class Members, or suffered or permitted Class Members to work, or engaged, thereby creating a common law employment relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly employed Class Members.

8. Whenever and wherever reference is made in this Complaint to any act by a defendant or defendants, such allegations and references shall also be deemed to mean the acts and failures to act of each defendant acting individually, jointly, and severally.

9. Whenever and wherever reference is made to individuals who are not named as a Defendant in this Complaint but were agents, servants, employees and/or supervisors of Defendants, such individuals at all relevant times acted on behalf of Defendants within the scope of their employment.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Class Members of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief,

1 the obligations and liabilities giving rise to this lawsuit occurred in part in Stanislaus County.
2 Defendants maintain and operate facilities in Stanislaus County and employs Plaintiff and other
3 Class Members in Stanislaus County, while doing business throughout California.

4 **FACTUAL BACKGROUND**

5 11. Class Members consistently worked at Defendants behest without being paid all
6 wages due. Class Members were either not paid by Defendants for all hours worked or were not
7 paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that
8 Defendants failed to pay Class Members all wages due and owing, including by requiring off the
9 clock work, failing to incorporate non-discretionary bonuses and/or commissions into the regular
10 rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break
11 premiums, unlawfully rounding to their detriment, failing to provide meal and rest breaks, failing
12 to timely pay wages including final wages, failing to maintain accurate records, failing to
13 reimburse business expenses, and failing to provide sick days, all in violation of various
14 provisions of the California Labor Code and applicable Wage Orders.

15 12. During the course of Class Members' employment with Defendants, they were not
16 paid all wages they were owed, including for all work performed resulting in off the clock work.
17 Class Members were required to perform pre-shift and post-shift off the clock work which they
18 were not compensated for despite being subject to Defendants' control. For instance, at the
19 beginning of Class Members' shifts, they were required to spend several minutes waiting in line to
20 be able to access the time clock and clock in. Moreover, Class Members were required to wait in
21 line to access the time clocks after returning from their lunch breaks resulting in further off the
22 clock work. Furthermore, Class Members spent time spent donning and doffing work uniforms or
23 personal protective equipment while off the clock.

24 13. Moreover, Defendant required Plaintiff and the Class Members to, on occasion,
25 report for a scheduled work day to be told whether work was available for them or not, and when
26 there was no work, Plaintiff and the Class members would be sent home after waiting for hours.
27 On such days when Defendant required Plaintiff and the Class Members to report to work only to
28 be sent home because work was not available, they were not paid required reporting time wages

1 for the hours they waited without receiving their regular hourly rate of pay for them.

2 14. Defendants also failed to pay Class Members all wages due and owing because
3 Defendants failed to incorporate non-discretionary, performance-based bonuses and/or
4 commissions into the regular rate of pay. Contrary to the requirements of the Labor Code and IWC
5 Wage Orders under California law, Defendants did not incorporate these non-discretionary
6 bonuses and/or commissions paid to the Class Members into the regular rate of pay Defendants
7 used to calculate and pay for overtime, sick pay, and meal and rest break premiums.

8 15. Moreover, Defendants had a consistent policy and practice of unlawfully rounding
9 hours worked to the detriment of the Class Members. Rather than paying Class Members for all
10 hours and minutes they actually worked, Defendants followed a uniform policy and practice of
11 rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or
12 30-minute time increment), and generally did so to the detriment of the Class Members, and
13 Plaintiff contend this policy is not neutral and resulted, over time, to the detriment of the Class
14 Members by systematically under-compensating them. Rather than reflecting the actual hours
15 worked by Class Members, the time entries were rounded and reduced to reflect the scheduled
16 work time rather than the actual hours worked. These unlawfully rounded time entries were
17 inputted into Defendants' payroll system from which wage statements and payroll checks were
18 created.

19 16. By implementing policies, programs, practices, procedures and protocols which
20 resulted in off the clock work, unlawful rounding, and the failure to incorporate non-discretionary
21 bonuses and/or commissions into the regular rate of pay, Defendants' willful actions resulted in
22 the systematic underpayment of wages to Class Members, including underpayment of overtime
23 pay to Class Members over the relevant time period. For example, the above described off the
24 clock work addressed above caused Plaintiff to begin receiving overtime pay later than they
25 should have.

26 17. As a result of the above described requirements to work off the clock, unlawful
27 rounding, the failure to incorporate non-discretionary bonuses and/or commissions into the regular
28 rate of pay, and the other wage violations they endured at Defendants' hands, Class Members were

1 not properly paid all wages earned and all wages owed to them by Defendants, including when
2 working more than eight (8) hours in any given day and/or more than forty (40) hours in any given
3 week.

4 18. As a result of Defendants' unlawful policies and practices, Class Members incurred
5 overtime hours worked for which they were not adequately and completely compensated, in
6 addition to the hours they were required to work off the clock. To the extent applicable,
7 Defendants also failed to pay Class Members at an overtime rate of 1.5 times the regular rate for
8 the first eight hours of the seventh consecutive work day in a week and overtime payments at the
9 rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive work
10 day, as required under the Labor Code and applicable IWC Wage Orders.

11 19. Therefore, from at least four (4) years prior to the filing of this lawsuit and
12 continuing to the present, Defendants had a consistent policy or practice of failing to pay Class
13 Members for all hours worked, and failing to pay minimum wages for all time worked, as required
14 by California law. Defendants thus failed to pay Class Members at least minimum wages for all
15 the time they worked for Defendants in violation of the Labor Code and applicable IWC Wage
16 Orders as the actual times when Class Members were under the control and direction of
17 Defendants was under reported in the hours reflected on the timekeeping records. Furthermore,
18 Defendants' willful actions resulted in the systematic underpayment of wages to Class Members,
19 including underpayment of overtime pay to Class Members over a period of time.

20 20. Therefore, from at least four (4) years prior to the filing of this lawsuit and
21 continuing to the present, Defendants had a consistent policy or practice of failing to pay Class
22 Members for all hours worked. Also, from at least four (4) years prior to the filing of this lawsuit
23 and continuing to the present, Defendants also had a consistent policy or practice of failing to pay
24 Class Members their true and correct overtime compensation at premium overtime rates for all
25 hours worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time
26 rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510
27 and the corresponding sections of IWC Wage Orders.

28 21. Additionally, Defendants failed to provide all the legally required unpaid, off-duty

1 meal periods and all the legally required paid, off-duty rest periods to Class Members, as required
2 by the applicable Wage Order and Labor Code. Class Members were required to perform work as
3 ordered by Defendants for more than five (5) hours during a shift but were often required to do so
4 without receiving a lawful and timely meal break. In addition to untimely meal periods,
5 Defendants also required Class Members to respond to work demands. Defendants placed their
6 needs over Class Members lawful meal and rest breaks and this resulted in Class Members often
7 having to work through their scheduled meal and/or rest breaks, or otherwise taking shortened
8 ones, because the demands of the job would not avail them the opportunity to take a lawfully
9 uninterrupted and off duty meal and/or rest break. To the extent Class Members were permitted to
10 take a meal break, they were required to walk long distances to and from the timeclock and were
11 required to wait in line to approach the timekeeping system resulting in short meal breaks.

12 22. On the occasions when Class Members worked over 10 hours in a shift, Defendants
13 also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a
14 result, Defendants' failure to provide Class Members with all legally required off-duty, unpaid
15 meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by
16 Defendants' business records, or lack thereof. Defendants also failed to pay Class Members
17 "premium pay," i.e. one hour of wages at each Class Member's effective hourly rate of pay, for
18 each meal period or rest break that Defendants failed to provide or deficiently provided.

19 23. Therefore, for at least four years prior to the filing of this action and through to the
20 present, Defendants have regularly required Class Members to work shifts in excess of five (5)
21 hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes,
22 and shifts in excess of (10) hours without providing them with second meal periods of not less
23 than thirty minutes; nor did Defendants pay Class Members "premium pay," i.e. one hour of
24 wages at each Class Member's effective hourly rate of pay, for each meal period that Defendants
25 failed to provide or deficiently provided.

26 24. Meal period violations thus occurred in one or more of the following manners:

- 27 (a) Class Members were not provided full thirty-minute duty free meal periods
28 for work days in excess of five (5) hours and were not compensated one (1)

hour's wages in lieu thereof, all in violation of, among others, Labor Code
§§ 226.7, 512, and the applicable Industrial Welfare Commission Wage
Order(s);

(b) Class Members were not provided second full thirty-minute duty free meal
periods for work days in excess of ten (10) hours;

(c) Class Members were required to work through at least part of their daily
meal period(s);

(d) Meal periods were provided after five (5) hours of continuous work during
a shift; and

(e) Class Members were restricted in their ability to take a full thirty-minute
meal period.

25. Class Members were also not authorized and permitted to take lawful rest periods,
were systematically required by Defendants to work through or during breaks and were not
provided with one (1) hour's wages in lieu thereof. Class Members were restricted in their ability
to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest
periods. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
present, Defendants have consistently failed to provide Class Members with paid rest breaks of not
less than ten minutes for every work period of four or more consecutive hours; or major fraction
thereof, nor did Defendant pay Class Members premium pay for each day on which requisite rest
breaks were not provided or were deficiently provided.

26. Rest period violations therefore arose in one or more of the following manners:

(a) Class Members were required to work without being provided a minimum
ten (10) minute rest period for every four (4) hours or major fraction
thereof worked and were not compensated one (1) hour of pay at their
regular rate of compensation for each workday that a rest period was not
provided;

(b) Class Members were not authorized and permitted to take timely rest
periods for every four hours worked, or major fraction thereof; and

1 (c) Class Members were required to remain on-duty during rest periods or
2 otherwise had their rest periods interrupted by work demands.

3 27. Defendants also consistently failed to issue accurate itemized wage statements as
4 required by Labor Code § 226(a). Specifically, the wage statements given to Class Members failed
5 to accurately account for unpaid wages and overtime because their actual hours worked were
6 under-reported due to off the clock work and unlawful rounding, and Defendant had failed to
7 incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to
8 calculate and pay for overtime pay, sick pay, and meal and rest break premiums. Additionally, the
9 wage statements given to Class Members failed to accurately account for premium pay for
10 deficiently provided meal periods and rest breaks.

11 28. From at least four (4) years prior to filing this lawsuit and continuing to the present,
12 Defendants have thus also had a consistent policy of failing to pay all wages owed to Class
13 Members at the time of their termination of within seventy-two (72) hours of their resignation, as
14 required by California wage-and-hour laws. Specifically, Class Members were not paid all regular
15 and overtime wages because Defendants failed to pay for all hours worked by requiring off the
16 clock work and failing to incorporate non-discretionary bonuses and/or commissions into the
17 regular rate of pay used to calculate and pay for overtime, sick pay, and meal and rest break
18 premiums. Moreover, Defendants failed to pay premium wages owed for unprovided meal periods
19 and rest periods, as further detailed in this Complaint. Further, Plaintiff and Class Members were
20 not paid for all unused accrued vacation at the time of termination, as required by Labor Code §
21 227.3. Defendants' failure to pay said wages within the required time was willful within the
22 meaning of Labor Code § 203.

23 29. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
24 to the present, Defendants have had a consistent policy of denying Employees the right to inspect
25 and receive all of their payroll records, timecards, and personnel records.

26 30. Defendants also violated California Labor Code § 246 by not providing all required
27 paid sick days to Plaintiffs and Class Members. Labor Code § 246 provides that an Employee who
28 "works in California for the same employer for 30 or more days within a year from the

1 commencement of employment is entitled to paid sick days as specified in this section.”

2 Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their
3 required and earned sick days, in violation of Labor Code § 246.

4 31. Defendants also violated California Labor Code § 2802 by not reimbursing
5 Plaintiffs and the aggrieved employees for any out of pocket necessary business expenditures that
6 they incurred as a direct consequence and requirement of performing their job duties. Labor Code
7 § 2802 states that employers must “indemnify” an employee for “all necessary expenditures or
8 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
9 his or her obedience to the directions of the employer.”

10 32. In light of the foregoing, Plaintiff and Class Members bring this action pursuant to,
11 *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 218.6, 221, 226(b), 226.3, 226.7, 227.3, 245 *et*
12 *seq.*, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198,
13 1198.5, 1199, 2802, 2698 *et seq.*, and California Code of Regulations, Title 8, section 11000 *et*
14 *seq.*

15 33. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
16 and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits
17 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
18 fraudulent practices alleged in this Complaint.

19 **CLASS ALLEGATIONS**

20 34. Plaintiff seeks to represent the Subclasses composed of and defined as follows:

21 a. Subclass 1. Minimum Wages Subclass. All Class Members who were not
22 compensated for all hours worked for Defendants at the applicable minimum wage.

23 b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not
24 compensated for all hours worked for Defendants at the required rates of pay, including for all
25 hours worked in excess of eight in a day and/or forty in a week.

26 c. Subclass 3. Meal Period Subclass. All Class Members who were subject to
27 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
28 free meal periods or one hour of pay at the Class Member’s regular rate of pay in lieu thereof.

1 d. Subclass 4. Rest Break Subclass. All Class Members who were subject to
2 Defendants' policy and/or practice of failing to authorize and permit Class Members to take
3 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
4 thereof, and failing to pay one hour of pay at the Class Member's regular rate of pay in lieu
5 thereof.

6 e. Subclass 5. Wage Statement Subclass. All Class Members who, within the
7 applicable limitations period, were not provided with accurate itemized wage statements.

8 f. Subclass 6. Termination Pay Subclass. All Class Members who, within the
9 applicable limitations period, either voluntarily or involuntarily separated from their employment
10 and were subject to Defendants' policy and/or practice of failing to timely pay wages (including
11 accrued vacation) upon termination.

12 g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
13 Members who were subject to Defendants' policy and practice of not timely paying all wages
14 earned when they were due and payable at least twice monthly.

15 h. Subclass 8. Payroll Records Subclass. All Class members who were subject to
16 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
17 by California wage-and-hour laws.

18 i. Subclass 9. Failure To Produce Requested Employment Records Subclass. All Class
19 members who, within the applicable limitations period, were denied the right to inspect and receive
20 all of their payroll records, timecards, and personnel records.

21 j. Subclass 10. Sick Days Subclass. All Class Members who, within the applicable
22 limitations period, were not paid for their sick days.

23 k. Subclass 11. Unreimbursed Business Expenses Subclass. All Class Members who,
24 within the applicable limitations period, incurred necessary business expenses and were not
25 reimbursed.

26 l. Subclass 12. Reporting Time Pay Subclass. All Class Members who, within the
27 applicable limitations period, were not paid reporting time pay.

28 m. Subclass 13. Unlawful Deduction Subclass. All Class Members who, within the

1 applicable limitations period, suffered unlawful deduction of wages.

2 n. Subclass 13. UCL Subclass. All Class Members who are owed restitution as a
3 result of Defendants' business acts and practices, to the extent such acts and practices are found to
4 be unlawful, deceptive, and/or unfair.

5 35. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
6 modify the class description with greater particularity or further division into subclasses or
7 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
8 against Defendants, the Class Period should be adjusted accordingly.

9 36. Defendants, as a matter of company policy, practice and procedure, and in violation
10 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
11 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
12 in a practice whereby Defendants failed to correctly calculate compensation for the time worked
13 by Class Members, even though Defendants enjoyed the benefit of this work, required Class
14 Members to perform this work and permitted or suffered to permit this work. Defendants have
15 uniformly denied these Class Members wages to which these employees are entitled and failed to
16 provide meal periods or authorize and permit rest periods, in order to unfairly cheat the
17 competition and unlawfully profit.

18 37. This action has been brought and may properly be maintained as a class action
19 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
20 of interest in litigation and proposed class is easily ascertainable.

21 A. Numerosity

22 38. The potential members of the class as defined are so numerous that joinder of all
23 the member of the class is impracticable. While the precise number of class member has not been
24 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
25 time period relevant to this lawsuit, hundreds of employees who satisfy the Class definition within
26 the State of California.

27 39. Accounting for employee turnover during the relevant time period increases this
28 number substantially. Plaintiff alleges that Defendants' employment records will provide

1 information as to the number and location of all Class Members.

2 **B. Commonality**

3 40. There are questions of law and fact common to the Class that predominates over
4 any questions affecting only individual Class Members. These common questions of law and fact
5 include:

- 6 a. Whether Defendants failed to pay Class Members minimum wages;
- 7 b. Whether Defendants failed to pay Class Members wages for all hours worked;
- 8 c. Whether Defendants failed to pay Class Members overtime as required under Labor
9 Code § 510;
- 10 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
11 IWC Wage Orders, by failing to provide Class Members with requisite meal
12 periods or premium pay in lieu thereof;
- 13 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
14 Orders, by failing to authorize and permit Class Members to take requisite rest
15 breaks or provide premium pay in lieu thereof;
- 16 f. Whether Defendants violated Labor Code § 226(a) by providing Class Members
17 with inaccurate wage statements;
- 18 g. Whether Defendants violated Labor Code §§ 201, 202, 203, 227.3 by failing to pay
19 wages and compensation due and owing at the time of termination of employment;
- 20 h. Whether Defendants' conduct was willful;
- 21 i. Whether Defendants violated Labor Code § 1174 and the IWC Wage Orders by
22 failing to maintain accurate records of Class Members' earned wages and work
23 periods;
- 24 j. Whether Defendants violated Labor Code § 1194 by failing to compensate all Class
25 Members during the relevant time period for all hours worked, whether regular or
26 overtime;
- 27 k. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;
- 28 l. Whether Defendants violated Labor Code §§ 226 and 1198.5 by failing to produce

employment records and pay records;

m. Whether Defendants violated Labor Code § 245 *et seq.* by failing to properly pay and provide Class Members paid sick leave;

n. Whether Defendants violated Labor Code § 2802 by failing to reimburse Class Members for necessary business expenses;

o. Whether Defendants violated Labor Code §§ 201-203 and 227.3 by failing to pay all accrued and unused vacation at termination;

p. Whether Defendants violated Labor Code § 221 by unlawfully deducting wages from Class Members;

q. Whether Defendants violated Labor Code §§ 551 and 552 by failing to provide one day's rest in seven;

r. Whether Defendant failed to pay reporting time pay;

s. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

t. Whether Class Members are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

41. The claims of the named plaintiff is typical of those of Class Members. The Class Members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

42. Plaintiff will fairly and adequately represent and protect the interest of the Class Members. Counsel who represents Class Members are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

43. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to all Class Members predominate over any questions affecting

1 only individual Class Members. Each Class Member has been damaged and is entitled to recovery
2 by reason of Defendants' illegal policies or practices of failing to compensate Class Members
3 properly.

4 44. As to the issues raised in this case, a class action is superior to all other methods for
5 the fair and efficient adjudication of this controversy, as joinder of all Class Members is
6 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
7 Members. Further, as the economic or other loss suffered by vast numbers of Class Members may
8 be relatively small, the expense and burden of individual actions makes it difficult for the Class
9 Members to individually redress the wrongs they have suffered. Moreover, in the event
10 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
11 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
12 managing this case as a class action, and proceeding on a class-wide basis will permit Class
13 Members to vindicate their rights for violations they endured which they would otherwise be
14 foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to
15 them.

16 45. Class action treatment will allow those persons similarly situated to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
19 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would
20 set forth the subject and nature of the instant action. The Defendants' own business records can be
21 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
22 that any further notice is required additional media and/or mailings can be used.

23 46. Defendants, as prospective and actual employers of the Class Members, had a
24 special fiduciary duty to disclose to prospective Class Members the true facts surrounding
25 Defendants' pay practices, policies and working conditions imposed upon Class Members as well
26 as the effect of any alleged arbitration agreements that may have been forced upon them. In
27 addition, Defendants knew they possessed special knowledge about pay practices and policies,
28 most notably intentionally refusing to pay for all hours actually worked which should have been

1 recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
2 and policies and practices on Class Members.

3 47. Class Members did not discover the fact that they were entitled to all pay under the
4 Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about
5 Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury, right to collectively
6 organize and oppose unlawful pay practices under California law as well as obtain injunctive relief
7 preventing such practices from continuing. As a result, the applicable statutes of limitation were
8 tolled until such time as Plaintiff and the Class Members discovered their claims.

9 **FIRST CAUSE OF ACTION**
10 **FAILURE TO PAY MINIMUM WAGES**
11 **(Against All Defendants)**

12 48. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
13 full herein.

14 49. Defendants failed to pay Class Members minimum wages for all hours worked.
15 Defendants had a consistent policy of misstating Class Members' time records and failing to pay
16 Class Members for all hours worked. Class Members would work hours and not receive wages,
17 including as alleged above in connection with off the clock work and rounding of hours.
18 Additionally, Defendants failed to incorporate non-discretionary bonuses and/or commissions into
19 the regular rate of pay used to calculate and pay for overtime, sick pay, and meal and rest break
20 premiums. Defendants, and each of them, have intentionally and improperly changed, adjusted
21 and/or modified the hours of Class Members, which resulted in off the clock work and
22 underpayment of all wages owed to Class Members over a period of time, while benefiting
23 Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum
24 wages to Class Members, to their detriment. Additionally, Defendants had a consistent policy of
25 failing to pay Class Members for hours worked during alleged meal and rest periods for which
26 Class Members were consistently denied, as also addressed herein. Defendants' uniform pattern of
27 unlawful wage and hour practices manifested, without limitation, applicable to the Class as a
28 whole, as a result of implementing a uniform policy and practice that denied accurate

1 compensation to Class Members as to minimum wage pay.

2 50. In California, employees must be paid at least the then applicable state minimum
3 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
4 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
5 timely pay its employees for all hours worked. Defendants failed to do so.

6 51. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
7 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to
8 employees, and the payment of a less wage than the minimum so fixed is unlawful.”

9 52. The applicable minimum wages fixed by the commission for work during the
10 relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

11 53. The minimum wage provisions of California Labor Code are enforceable by private
12 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
13 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
14 overtime compensation applicable to the employee is entitled to recover in a civil action the
15 unpaid balance of the full amount of this minimum wage or overtime compensation, including
16 interest thereon, reasonable attorney’s fees and costs of suit.”

17 54. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
18 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
19 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
20 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
21 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may
22 be used as a credit against a minimum wage obligation.

23 55. In committing these violations of the California Labor Code, Defendants
24 inaccurately recorded, or required Class Members to input times that did not reflect their actual
25 hours worked, or calculated the correct time worked and consequently underpaid the actual time
26 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all
27 earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
28 Commission requirements and other applicable laws and regulations. As a result of these

violations, Defendant also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

56. California Labor Code § 1194.2 also provides for the following remedies: “In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

57. In addition to restitution for all unpaid wages, pursuant to California Labor Code § 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

58. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

59. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class Members.

60. Wherefore, Class Members are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code, including § 558, and/or other applicable statutes.

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

61. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

62. California Labor Code § 1194 provides that “any employee receiving less than the

1 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
2 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
3 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
4 may be maintained directly against the employer in an employee's name without first filing a
5 claim with the Division of Labor Standards and Enforcement.

6 63. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Class
8 Members: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8)
9 hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours
10 worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for
11 hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of
12 eight (8) hours on any seventh day of work in a workweek.

13 64. Defendants had a consistent policy of not paying Class Members wages for all
14 hours worked, including by requiring off the clock work and unlawfully rounding actual hours
15 worked, as addressed above. Additionally, Defendants failed to incorporate non-discretionary
16 bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime,
17 sick pay, and meal and rest break premiums. Defendants, and each of them, have intentionally and
18 improperly changed, adjusted and/or modified certain employees' hours, including Plaintiff's, in
19 order to avoid paying Class Members all earned and owed straight time and overtime wages and
20 other benefits, in violation of the California Labor Code, the California Code of Regulations and
21 the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and
22 Enforcement. Defendants have also violated these provisions by requiring Class Members to work
23 through portions of their meal period. Therefore, Class Members were not properly compensated,
24 nor were they paid overtime rates for hours worked in excess of eight hours in a given day, and/or
25 forty hours in a given week. Based on information and belief, Defendants did not make available
26 to Class Members a reasonable protocol for correcting time records when Class Members worked
27 overtime hours or to fix incorrect time entries or those that Defendants unlawfully rounded to the
28 Class Members' detriment.

1 65. Defendants' failure to pay Class Members the unpaid balance of regular wages
2 owed and overtime compensation, as required by California law, violates the provisions of Labor
3 Code §§ 510 and 1198, and is therefore unlawful.

4 66. Additionally, Labor Code § 558(a) provides "any employer or other person acting
5 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
6 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
7 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
8 pay period for which the employee was underpaid in addition to an amount sufficient to recover
9 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was underpaid in addition to an
11 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
12 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
13 this section are in addition to any other civil or criminal penalty provided by law." Defendants
14 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
15 Wage Orders. Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor
16 Code § 558.

17 67. Defendants' failure to pay compensation in a timely fashion also constituted a
18 violation of California Labor Code § 204, which requires that all wages shall be paid
19 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
20 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
21 and overtime compensation earned by Class Members. Each such failure to make a timely
22 payment of compensation to Class Members constitutes a separate violation of California Labor
23 Code § 204.

24 68. Class Members have been damaged by these violations of California Labor Code
25 §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

26 69. Consequently, pursuant to the California Labor Code, including Labor Code §§
27 204, 510, 558, and 1194, and the applicable IWC Wage Order, paragraph 3(A) and 4(B),
28 Defendants are liable to Class Members for the full amount of all their unpaid wages and overtime

1 compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the
2 assessment of any statutory penalties against Defendants, and each of them, and any additional
3 sums as provided by the Labor Code and/or other statutes.

4 **THIRD CAUSE OF ACTION**

5 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

6 **(Against All Defendants)**

7 70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 71. Class Members regularly worked shifts greater than five (5) hours and in some
10 instances, greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ
11 someone for a shift of more than five (5) hours without providing him or her with a meal period of
12 not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or
13 her with a second meal period of not less than thirty (30) minutes.

14 72. Defendants failed to provide Class Members with meal periods as required under
15 the Labor Code. Defendants placed their needs over Class Members lawful meal breaks and this
16 resulted in Class Members consistently having to work through their scheduled meal breaks
17 because the demands of the job would not avail them the opportunity to take a lawfully
18 uninterrupted and off-duty meal break. Furthermore, upon information and belief, on the occasions
19 when Class Members worked more than ten (10) hours in a given shift, they did so without
20 receiving a second uninterrupted thirty (30) minute meal period as required by law. To the extent
21 Class Members were permitted to take a meal break, they were required to walk long distances to
22 and from the timeclock and were required to wait in line to approach the timekeeping system
23 resulting in short meal breaks.

24 73. Defendants thus failed to provide Class Members with meal periods as required by
25 the Labor Code, including by not providing them with the opportunity to take meal breaks, by
26 providing them late or for less than thirty (30) minutes, or by requiring them to perform work
27 during breaks.

28 74. Moreover, Defendants failed to compensate Class Members for each meal period

1 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of
2 the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
3 a meal period in accordance with this section, the employer shall pay the employee one (1) hour of
4 pay at the employee's regular rate of compensation for each workday that the meal period is not
5 provided. Defendants failed to compensate Class Members for each meal period not provided or
6 inadequately provided, as required under Labor Code § 226.7.

7 75. Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
8 paragraph 11, Class Members are entitled to damages in an amount equal to one (1) hour of wages
9 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a
10 sum to be proven at trial, as well as the assessment of any statutory penalties against the
11 Defendants, and each of them, in a sum as provided by the Labor Code and other statutes.

12 **FOURTH CAUSE OF ACTION**

13 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

14 **(Against All Defendants)**

15 76. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 77. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
18 provide that employers must authorize and permit all employees to take rest periods at the rate of
19 ten (10) minutes net rest time per four (4) work hours.

20 78. Class Members consistently worked consecutive four (4) hour shifts and were
21 generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to
22 authorize and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC
23 Wage Order, Class Members were entitled to paid rest breaks of not less than ten (10) minutes for
24 each consecutive four (4) hour shift, and Defendants failed to provide Class Members with timely
25 rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants
26 placed their needs over Class Members lawful rest breaks and this resulted in Class Members
27 consistently having to work through their scheduled rest breaks because the demands of the job
28 would not avail them the opportunity to take a lawfully uninterrupted and off-duty rest break.

1 Thus, Class Members were consistently denied of their rest breaks.

2 79. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
3 provide that if an employer fails to provide an employee rest period in accordance with this
4 section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
5 compensation for each workday that the rest period is not provided.

6 80. Defendants, and each of them, have therefore intentionally and improperly denied
7 rest periods to Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of
8 the applicable IWC Wage Orders.

9 81. Defendants failed to authorize and permit Class Members to take rest periods, as
10 required by the Labor Code. Moreover, Defendants did not compensate Class Members with an
11 additional hour of pay at each Class Member's effective hourly rate for each day that Defendants
12 failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

13 82. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC
14 Wage Orders, Class Members are entitled to damages in an amount equal to one (1) hour of wages
15 at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to
16 be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each
17 of them, in a sum as provided by the Labor Code and/or other statutes.

18 **FIFTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 226(a)**
20 **(Against All Defendants)**

21 83. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 84. California Labor Code § 226(a) requires an employer to furnish each of his or her
24 employees with an accurate, itemized statement in writing showing the gross and net earnings,
25 total hours worked, and the corresponding number of hours worked at each hourly rate; these
26 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
27 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
28 statements may be given to the employee separately from the payment of wages; in either case the

1 employer must give the employee these statements twice a month or each time wages are paid.

2 85. Defendants also consistently failed to issue accurate itemized wage statements as
3 required by Labor Code § 226(a). Specifically, the wage statements given to Class Members failed
4 to accurately account for unpaid wages and overtime because their actual hours worked were
5 under-reported due to off the clock work and Defendant had failed to incorporate non-
6 discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for
7 overtime pay, sick pay, and meal and rest break premiums. Additionally, the wage statements
8 given to Class Members failed to accurately account for premium pay for deficiently provided
9 meal periods and rest breaks.

10 86. Throughout the liability period, Defendants intentionally failed to furnish to Class
11 Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages
12 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
13 applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
14 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
15 only the last four digits of his or her social security number or an employee identification number
16 other than a social security number, (8) the name and address of the legal entity that is the
17 employer and (9) all applicable hourly rates in effect during the pay period and the corresponding
18 number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226,
19 amongst other statutory requirements. Defendants knowingly and intentionally failed to provide
20 Class Members with such timely and accurate wage and hour statements.

21 87. Class Members suffered injury as a result of Defendants' knowing and intentional
22 failure to provide them with the accurate wage and hour statements as required by law and are
23 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the
24 Defendants have failed to provide wage statements with accurate and complete information as
25 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class
26 Members cannot promptly and easily determine from the wage statement alone one or more of the
27 following: (i) The amount of the gross wages or net wages paid to the employee during the pay
28 period or any of the other information required to be provided on the itemized wage statement

pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period, (iii) The name and address of the employer and, (iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number. For purposes of Labor Code § 226(e) “promptly and easily determine” means a reasonable person [i.e. an objective standard] would be able to readily ascertain the information without reference to other documents or information.

88. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code § 226(a), Class Members suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

89. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys’ fees.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE §§ 201-203 and 227.3
(Against All Defendants)

90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

91. Numerous Class Members are no longer employed by Defendants; they either quit Defendants’ employ or were fired therefrom.

92. Defendants failed to pay these Class Members all wages, including vacation) due and certain at the time of termination or within seventy-two (72) hours of resignation.

93. The wages withheld from these Class Members by Defendants remained due and

1 owing for more than thirty (30) days from the date of separation from employment.

2 94. Defendants failed to pay Class Members without abatement, all wages as defined
3 by applicable California law. Specifically, Class Members were not paid all regular and overtime
4 wages because Defendants failed to pay for all hours worked by requiring off the clock work and
5 because Defendants failed to incorporate non-discretionary bonuses and/or commissions into the
6 regular rate of pay used to calculate and pay for overtime, sick pay, and meal and rest break
7 premiums. Moreover, Defendants failed to pay premium wages owed for unprovided meal periods
8 and rest periods, as further detailed in this Complaint. Further, Defendant failed to pay all unused
9 vacation at the time of termination. Defendants' failure to pay said wages, including vacation,
10 within the required time was willful within the meaning of Labor Code § 203.

11 95. Defendants' failure to pay wages, as alleged entitles these Class Members to
12 penalties under Labor Code § 203, which provides that an employee's wages shall continue until
13 paid for up to thirty (30) days from the date they were due, and all unpaid accrued vacation that
14 was due at the time of termination under Labor Code § 227.3.

15 **SEVENTH CAUSE OF ACTION**
16 **VIOLATION OF LABOR CODE § 204**
17 **(Against All Defendants)**

18 96. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 97. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
21 employment are due and payable twice during each calendar month, on days designated in
22 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
23 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
24 during which the labor was performed, and labor performed between the 16th and the last day,
25 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
26 month." Additionally, the requirements of this section shall be deemed satisfied by the payment of
27 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
28 calendar days following the close of the payroll period." As detailed above, Defendants

1 maintained a consistently applied policy and practice of not paying all wages earned between the
2 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
3 between the 16th and the last day of the month between the 1st and 10th day of the following month.
4 Defendants similarly failed to pay all wages earned by not more than seven calendar days
5 following the close of the payroll period. These failures all arose from either Defendants' failure to
6 pay for all hours worked or failure to pay all earned commission wages.

7 98. All wages due and owing to Plaintiff and the Class Members, including as required
8 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail
9 above. Additionally, wages required by Labor Code § 1194 and other sections became due and
10 payable to each Class Member in each pay period that he or she was not provided with a meal
11 period or rest period or paid straight or overtime wages or commissions to which he or she was
12 entitled.

13 99. Defendants thus violated Labor Code § 204 by systematically refusing to pay
14 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
15 applicable IWC Wage Orders, employers are required "to pay each employee, on the established
16 payday for the period involved, not less than the applicable minimum wage for all hours worked in
17 the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer
18 hours than those fixed by the order or under conditions of labor prohibited by the order is
19 unlawful." Plaintiff and the Class Members may therefore pursue damages and penalties for
20 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
21 penalties under paragraph 20 of the applicable IWC Wage Orders.

22 100. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to
23 represent they have been deprived of wages in amounts to be determined at trial, and they are
24 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
25 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
26 applicable IWC Wage Orders.

27
28 **EIGHTH CAUSE OF ACTION**

1 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
2 **AND 1174.5**
3 **(Against All Defendants)**

4 101. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 102. California Labor Code § 1174 requires that all employers shall keep accurate time
7 and wage records for all employees. California Labor Code § 1174.5 further requires that any
8 employee suffering injury due to a willful violation of the aforementioned obligations may seek
9 damages, including civil penalties, from the employer.

10 103. During the course of Plaintiff's and Class Members' employment, Defendants
11 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
12 required by California Labor Code § 1174 by failing to pay Plaintiff and Class Members proper
13 wages, overtime, and premium pay as discussed above.

14 104. Accordingly, Defendants are liable for civil penalties pursuant to the California
15 Labor Code § 1174.5 for the three (3) years prior to the filing of this Complaint.

16 **NINTH CAUSE OF ACTION**
17 **FAILURE TO PRODUCE REQUESTED RECORDS, LABOR CODE §§ 226 and 1198**
18 **(Against All Defendants)**

19 105. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 106. Pursuant to California Labor Code § 226, current and former employees have the
22 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
23 request to their employer. Under this statute, an employer that receives a request to inspect or
24 receive a copy of records pertaining to a current or former employee must comply with the request
25 as soon as practicable, but no later than twenty-one calendar days from the date of the request.

26 107. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
27 or his or her representative, has the right to inspect and receive a copy of the personnel records
28 that the employer maintains relating to the employee's performance or to any grievance concerning

1 the employee. Under this statute, upon written request from a current or former employee or his or
2 her representative, an employer must make the contents of those personnel records available for
3 inspection or provide a copy of the personnel records to the current or former employee, or his or
4 her representative, not later than thirty calendar days from the date the employer receives the
5 written request, subject to some limited exceptions. Failure to comply with these requests allows
6 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
7 226(f).

8 108. On December 6, 2023, Plaintiff sent written requests through her counsel to
9 Defendants for their payroll records, timecards, and personnel records. However, Plaintiff did not
10 receive the complete records until January 19, 2024, forty-four days after Plaintiff's request.

11 109. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
12 produce the required records requested by Plaintiff.

13 110. On information and belief, Defendants' failure to provide Plaintiff with all of her
14 requested employment records is not an isolated incident, but was instead consistent with
15 Defendants' policy and practice that applied to Plaintiff and Employees.

16 111. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to
17 a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

18 112. Pursuant to California Labor Code § 226(f), Plaintiff is entitled to a penalty of
19 seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other
20 Class members similarly situated are similarly entitled.

21 **TENTH CAUSE OF ACTION**
22 **VIOLATION OF LABOR CODE § 246**
23 **(Against All Defendants)**

24 113. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 114. Labor Code Section 246(i) requires that employers notify employees each pay
27 period of the paid sick leave they have available for use. Pursuant to Labor Code §246(i), "An
28 employer shall provide an employee with written notice that sets forth the amount of paid sick

1 leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
2 the employee's itemized wage statement described in Section 226 or in a separate writing provided
3 on the designated pay date with the employee's payment of wages. If an employer provides
4 unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this
5 section by indicating on the notice or the employee's itemized wage statement 'unlimited.'"

6 115. Defendants failed to provide required California paid sick days and further failed to
7 distribute and maintain required documentation concerning how many sick days were available, in
8 violation of Labor Code §§246, 246(a), 246(b)(1), and 247.5.

9 116. Plaintiff now seeks damages pursuant to §§248.5 and 2698 *et seq.*

10 **ELEVENTH CAUSE OF ACTION**
11 **FAILURE TO PAY REPORTING TIME PAY**
12 **(Against all Defendants)**

13 117. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 118. Section 5(A) of the applicable Wage Order(s), requires that for "[E]ach workday an
16 employee is required to report for work and does report, but is not put to work or is furnished less
17 than half said employee's usual or scheduled day's work, the employee shall be paid for half the
18 usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4)
19 hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

20 119. As addressed in detail above, Defendants followed a uniform policy of failing to
21 pay reporting time pay on in accordance with the applicable IWC Wage Order requirements. For
22 example, Defendant required Plaintiff and the Class members to, on occasion, report for a
23 scheduled work day to be told whether work was available for them or not, and when there was no
24 work, Plaintiff and the Class members would be sent home after waiting for hours. On such days
25 when Defendant required Plaintiff and the Class Members to report to work only to be sent home
26 because work was not available, they were not paid required reporting time wages for the hours
27 they waited without receiving their regular hourly rate of pay for them.

28 120. Plaintiff brings this claim for failure to pay reporting time pay as required by

1 Section 5 of the applicable IWC Wage Orders pursuant to California Labor Code §1198, which
2 instructs that: “the maximum hours of work and the standard conditions of labor fixed by the
3 commission shall be the maximum hours of work and the standard conditions of labor for
4 employees. The employment of any employee for longer hours than those fixed by the order or
5 under conditions of labor prohibited by the order is unlawful.”

6 121. Reporting time pay constitutes wages that remain unpaid to Plaintiff and the Class
7 members, despite the fact that they were required by Defendants to report for work and were under
8 Defendants’ control during these times and were unable to use their time for their own purposes.
9 The failure to pay for reporting time pay is a violation of the California wage orders and is a
10 failure to pay all wages owed, which is a violation of Labor Code §1198.

11 122. Under Section 20(A) of the applicable IWC Wage Orders, Plaintiff and the Class
12 members are entitled to recover civil penalties, in addition to other penalties, for each underpaid
13 Employee for violation of Section 5 of the IWC Wage Orders in the amount of \$50 for the initial
14 violation and \$100 for subsequent violations during each relevant pay period when Defendants
15 failed to pay reporting time pay. These reporting time pay violations also give rise to violations of
16 Labor Code §§ 203, 226, and under the PAGA.

17 123. Accordingly, Plaintiff seeks to recover unpaid reporting time pay which Defendants
18 failed to pay Plaintiff and the Class members pursuant to Sections 5(A) and 20(A) of the
19 applicable IWC Wage Orders and civil penalties and attorneys’ fees and costs as may be
20 authorized.

21 **TWELFTH CAUSE OF ACTION**
22 **VIOLATION OF LABOR CODE § 221**
23 **(Against All Defendants)**

24 124. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 125. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
27 receive from an employee any part of wages theretofore paid by said employer to said
28 employee.”

1 126. Defendants unlawfully received and/or collected wages from employees.

2 Defendants unlawfully removed wages for medical insurance that Employees never agreed to in
3 violation of Labor Code § 221.

4 127. As a direct and proximate cause of the unauthorized deductions, Employees have
5 been damaged, in an amount to be determined at trial.

6 **THIRTEENTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE ONE DAY’S REST IN SEVEN UNDER LABOR CODE §§ 551**

8 **and 552**

9 **(Against All Defendants)**

10 128. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 129. At all relevant times herein, Labor Code § 551 provides that every person
13 employed in any occupation of labor is entitled to one day's rest in seven. Additionally, Labor
14 Code § 552 prohibits employers from requiring employees to work more than six consecutive days
15 without a day of rest.

16 130. At all relevant times herein set forth, Labor Code § 556 exempts an employer from
17 the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours
18 in any week or six hours in any one day thereof.

19 131. Labor Code § 558(a) provides “[a]ny employer or other person acting on behalf of
20 an employer who violates, or causes to be violated, a section of this chapter or any provision
21 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
22 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
23 underpaid employee for each pay period for which the employee was underpaid.... (2) For each
24 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
25 for which the employee was underpaid....” Labor Code § 558(c) provides “[t]he civil penalties
26 provided for in this section are in addition to any other civil or criminal penalty provided by law.”

27 132. During the relevant time period, on information and belief, Defendants sometimes
28 scheduled Class Members to work six (6) or more hours per day and more than seven (7)

1 consecutive days in a workweek. Because Class Members worked over 30 hours per week and
2 over six (6) hours per day in a workweek, they were not exempt from the day-of-rest requirement.
3 To the extent that Class Members may have signed purported waivers of their right to a day's rest
4 in seven, such waivers are invalid.

5 133. Thus, during the relevant time period, and in violation of Labor Code § 551 and
6 552, Defendants willfully caused Class Members to work more than six days in seven. Class
7 Members are therefore entitled to recover civil penalties pursuant to Labor Code § 558.

8 **FOURTEENTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 2802**

10 (Against All Defendants)

11 134. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 135. California Labor Code Section 2802 states that employers must “indemnify” an
14 employee for “all necessary expenditures or losses incurred by the employee in direct consequence
15 of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

16 136. Plaintiffs and the Class Members paid out of pocket for necessary business
17 expenditures incurred as a direct consequence and requirement of performing their job duties.
18 Despite knowing that Plaintiffs and the other Class Members incurred these necessary business
19 expenses, Defendants did not reimburse them.

20 137. Plaintiffs and the Class Members are entitled to recover the cost of such necessary
21 business expenses, from the date each incurred such business expenses under Labor Code § 2802.

22 **FIFTEENTH CAUSE OF ACTION**
23 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

24 (Against All Defendants)

25 138. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 139. Plaintiff, on behalf of herself, Class Members, and the general public, brings this
28 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as

1 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class
2 Members and the general public. Plaintiff seeks to enforce important rights affecting the public
3 interest within the meaning of Code of Civil Procedure § 1021.5.

4 140. Plaintiff is a “person” within the meaning of Business & Professions Code
5 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
6 relief, restitution, and other appropriate equitable relief.

7 141. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
8 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
9 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
10 compensation for missed meal and rest breaks, and failed to adequately compensate Class
11 Members for all hours worked, due to systematic business practices as alleged herein that cannot
12 be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission
13 requirements in violation of California Business and Professions Code §§ 17200, *et seq.*, and for
14 which this Court should issue injunctive and equitable relief, pursuant to California Business &
15 Professions Code § 17203, including restitution of wages wrongfully withheld.

16 142. Wage-and-hour laws express fundamental public policies. Paying employees their
17 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
18 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
19 vigorously to enforce minimum labor standards, to ensure that employees are not required or
20 permitted to work under substandard and unlawful conditions, and to protect law-abiding
21 employers and their employees from competitors who lower costs to themselves by failing to
22 comply with minimum labor standards.

23 143. Defendants have violated statutes and public policies. Through the conduct alleged
24 in this Complaint Defendants have acted contrary to these public policies, have violated specific
25 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
26 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
27 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
28 guaranteed to all employees under the law.

1 144. Defendants' conduct, as alleged above, constitutes unfair competition in violation
2 of the Business & Professions Code § 17200 *et seq.*

3 145. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
4 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
5 reasonable care should have known that their conduct was unlawful; therefore their conduct
6 violates the Business & Professions Code § 17200 *et seq.*

7 146. By the conduct alleged herein, Defendants have engaged and continue to engage in
8 a business practice which violates California and federal law, including but not limited to, the
9 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
10 Code including Sections 203, 204, 226, 226.7, 512, 1194, 1197, and 1198, for which this Court
11 should issue declaratory and other equitable relief pursuant to California Business & Professions
12 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
13 competition, including restitution of wages wrongfully withheld.

14 147. As a proximate result of the above-mentioned acts of Defendants, Class Members
15 have been damaged, in a sum to be proven at trial.

16 148. Unless restrained by this Court Defendants will continue to engage in such
17 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
18 should make such orders or judgments, including the appointment of a receiver, as may be
19 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
20 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
21 disgorgement of such profits as may be necessary to restore Class Members to the money
22 Defendants have unlawfully failed to pay.

23 **SIXTEENTH CAUSE OF ACTION**
24 **VIOLATION OF LABOR CODE § 2698, ET SEQ.**
25 **(Against All Defendants)**

26 149. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 150. After complying with the notice procedures of Labor Code § 2699.3, Plaintiff

1 asserts a representative action, pursuant to the Private Attorneys General Act (“PAGA”) against
2 Defendants on her behalf and behalf of all other current and former non-exempt employees that
3 worked for Defendants in California from February 23, 2023 to the present (the “Aggrieved
4 Employees”).

5 151. Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for
6 Defendants’ violation of Labor Code provisions included under Labor Code 2699.5, including the
7 penalty provisions, without limitation, based, inter alia, on the following California Labor Code
8 sections: 201-204, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 510, 511,
9 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1195.5, 1197,
10 1197.1, 1198, 1198.5, 1199, 2802, and 2698 *et seq.*

11 152. More specifically, , Aggrieved Employees assert a PAGA claim for violations of
12 the above addressed underlying claims and seeking penalties as specified by the applicable
13 corresponding provisions, including as follows:

14 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
15 earned regular pay and minimum wages for regular hours worked and for failure to pay
16 overtime premium wages for overtime hours worked under Labor Code §§ 226.2, 510,
17 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the
18 applicable IWC Wage Order(s) seeking all civil and statutory penalties available and
19 applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199,
20 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code §
21 2699(g)(1);

22 (b) Meal Period Claims: For failure to provide Plaintiff and the Aggrieved Employees
23 off-duty, timely, and unpaid meal periods and failure to pay one hour of regular pay in
24 lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11 of the
25 applicable IWC Wage Order(s) seeking all civil and statutory penalties available and
26 applicable, including under paragraph 20 of the applicable IWC Wage Orders, and
27 wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199,
28 and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code §

2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226€, 226.3, 558, 1174.5, 1199, 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections: For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

153. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also

1 seeks the penalties and remedies set forth in Labor Code § 558, which states:

- 2 (a) Any employer or other person acting on behalf of an employer who violates, or
3 causes to be violated, a section of this chapter or any provision regulating hours and days
4 of work in any order of the Industrial Welfare Commission shall be subject to a civil
5 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
6 employee for each pay period for which the employee was underpaid in addition to an
7 amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
8 hundred dollars (\$100) for each underpaid employee for each pay period for which the
9 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
10 (3) Wages recovered pursuant to this section shall be paid to the affected employee.
- 11 (b) If upon inspection or investigation the Labor Commissioner determines that a
12 person had paid or caused to be paid a wage for overtime work in violation of any
13 provision of this chapter, or any provision regulating hours and days of work in any order
14 of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The
15 procedures for issuing, contesting, and enforcing judgments for citations or civil penalties
16 issued by the Labor Commissioner for a violation of this chapter shall be the same as those
17 set out in Section 1197.1.
- 18 (c) The penalties provided for in this section are in addition to any other civil or
19 criminal penalty provided by law.

20 154. Plaintiff has exhausted her administrative remedies by sending a certified letter to
21 the LWDA and Defendants postmarked on **February 25, 2025**, addressing in detail the specific
22 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
23 to support the alleged violations and requested penalties. The LWDA has not provided notice of
24 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
25 letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed
26 herein and in the PAGA Notice Letter and the original Complaint.

27 **RELIEF REQUESTED**

28 WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Class Members and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Class Members for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Class Members for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
8. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 204, as may be proven;
9. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
10. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
11. For all available civil penalties for the alleged Labor Code violations incorporated above under Labor Code §§ 2698 *et seq.*,
12. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
13. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or

1 duties adumbrated in this Complaint;

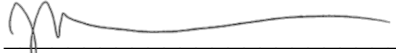
- 2 14. For other wages and penalties under the Labor Code as may be proven;
- 3 15. For all general, special, and incidental damages as may be proven;
- 4 16. For an award of pre-judgment and post-judgment interest;
- 5 17. For an award providing for the payment of the costs of this suit;
- 6 18. For an award of attorneys' fees; and
- 7 19. For such other and further relief as this Court may deem proper and just.

8

9 DATED: November 17, 2025

D.LAW, INC.

10

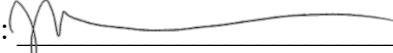
11 By: 
David Yeremian
Natalie Haritounian
Jonas Agle
Attorneys for Plaintiff RAFAELA
12 CERVANTES CARRANZA, and all others
13 similarly situated.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: November 17, 2025

D.LAW, INC.

By: 
David Yeremian
Natalie Haritounian
Jonas Agle
Attorneys for Plaintiff RAFAELA
CERVANTES CARRANZA, and all others
similarly situated.

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd, Suite 840, Glendale, CA 91203.

Sami Hasan
SHasan@sheppardmullin.com
SHEPPARD MULLIN
 Four Embarcadero Center
 Seventeenth Floor
 San Francisco, CA 94111

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 17, 2025, at Glendale, California.


Silvia Pimentel