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as an individual and on behalf of all other similarly situated Class Members and Aggrieved
Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

MARIA MAGDALENA AVILA, as an
individual and on behalf of all other
similarly situated Class Members and
Aggrieved Employees,

Plaintiff,

v.

LAKESIDE ORGANIC GARDENS, LLC,
a California Limited Liability Company;
and DOES 1-100, inclusive,

Defendants.

Case No.: 24CV00507

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Recovery of Unpaid Minimum Wages
and Liquidated Damages**
- 2. Recovery of Unpaid Overtime Wages**
- 3. Failure to Provide Meal Periods or
Compensation in Lieu Thereof**
- 4. Failure to Provide Rest Periods or
Compensation in Lieu Thereof**
- 5. Failure to Furnish Accurate Itemized
Wage Statements**
- 6. Failure to Timely Pay All Wages Due
Upon Separation of Employment**
- 7. Failure to Reimburse Business Expenses
and**
- 8. Unfair Competition and**
- 9. Violation of the Private Attorneys
General Act of 2004**

DEMAND FOR JURY TRIAL

1 Plaintiff, MARIA MAGDALENA AVILA, (“PLAINTIFF”), as an individual and on behalf
2 of all other similarly situated Class Members (as defined below) and Aggrieved Employees (as
3 defined below), hereby files this First Amended Complaint against Defendants LAKESIDE
4 ORGANIC GARDENS, LLC, a California Limited Liability Company; and DOES 1-100, inclusive,
5 (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and
6 thereon alleges as follows:

7 **JURISDICTION AND VENUE**

8 1. This court possesses original subject matter jurisdiction over this matter. Venue is
9 proper in the County of Santa Cruz pursuant to California Code of Civil Procedure section 395.5
10 because DEFENDANTS transact business within this judicial district, DEFENDANTS employed
11 PLAINTIFF to work in this judicial district and some of the acts, omissions, and conduct alleged by
12 PLAINTIFF herein occurred in this this judicial district. Venue is also proper pursuant to section
13 393 of the California Code of Civil Procedure because the cause, or some part of the cause, arose in
14 the County of Santa Cruz. . *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021)
15 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants
16 committed Labor Code violations against some of its employees).

17 **THE PARTIES**

18 2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
19 California and a citizen of the State of California.

20 3. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
21 DEFENDANTS as a non-exempt employee with a job title of general laborer and/or a similar title(s)
22 and/or job position(s) from in or around 2012 through on or around December 20, 2021. PLAINTIFF
23 worked for DEFENDANTS at DEFENDANTS’ farm(s), processing/packing center(s), and/or
24 facilities in cities and/or counties throughout California, including but not limited to,
25 DEFENDANTS’ farm(s), processing/packing center(s), facilities and/or other location(s) in Santa
26 Cruz County, California. PLAINTIFF regularly worked at least eight (8) hours per day, often
27 working at least ten (10) hours per day.

28 4. Defendant LAKESIDE ORGANIC GARDENS, LLC is a California Limited
PLAINTIFF’S FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AND DEMAND
FOR JURY TRIAL

1 Liability Company that, at all relevant times, was authorized to do business within the State of
2 California and is doing business in the State of California.

3 5. DEFENDANTS own, operate, manage and/or staff its employees to work at the
4 farms, processing/packing centers, facilities and/or other location(s) in California, including but not
5 limited to the farms, processing/packing centers, facilities in cities and/or counties throughout
6 California, including but not limited to, in Santa Cruz County. California. DEFENDANTS, through
7 its various farms, processing/packing centers, facilities and/or other locations, serve the agriculture
8 and/or organic vegetable farming industry.¹

9 6. The true names and capacities of the DOE Defendants sued herein as DOES 1
10 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
11 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
12 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
13 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
14 become known.

15 7. PLAINTIFF is further informed and believes that, at all relevant times, each
16 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
17 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
18 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
19 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
20 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
21 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
22 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
23 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
24 controlled, aided and abetted the conduct of all other Defendants.

25 **JOINT LIABILITY**

26 8. Under California law, the definition of the terms “to employ” are broadly construed
27

28 ¹ See <http://www.lakesideorganic.com/>. Last visited on February 15, 2024.

1 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
2 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)
3 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
4 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
5 was to reach situations in which multiple entities control different aspects of the employment
6 relationship. Supervision of the work, in the specific sense of exercising control over how services
7 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
8 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
9 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
10 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
11 California, applying a less stringent standard to what constitutes sufficient control by a business
12 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
13 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
14 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
15 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
16 employment,” *Id.* at 875 [emphasis added].

17 9. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class
18 Members (defined below) were jointly employed by DEFENDANTS for purposes of the Wage
19 Orders, under the alternative definitions of “to employ” adopted by the California Supreme Court
20 in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages,
21 hours and working conditions of PLAINTIFF and the Class Members and Aggrieved Employees;
22 (2) suffered or permitted PLAINTIFF and Class Members and Aggrieved Employees to work for
23 them; and (3) engaged PLAINTIFF and Class Members and Aggrieved Employees to work for them.

24 10. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
25 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
26 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
27 across all of their locations/facilities and subjected all of the Class Members and Aggrieved
28 Employees to these same policies and practices regardless of the location(s) where they worked.

1 Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in,
2 and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common
3 management, who have control over the day-to-day operations and employment matters, including
4 the power to hire and fire, set schedules, issue employee policies, and determine rates of
5 compensation across its locations in California; (3) DEFENDANTS utilize the same policies and
6 procedures for all California employees, including issuing the same employee handbooks and other
7 form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel
8 and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

9 11. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
10 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members
11 and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and causes of
12 action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Class
13 Members' and Aggrieved Employees' wages, hours and working conditions, and/or suffered or
14 permitted PLAINTIFF and the Class Members and Aggrieved Employees to work so as to be
15 considered the joint employers of PLAINTIFF and the Class Members and Aggrieved Employees.

16 12. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
17 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
18 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
19 working conditions that were distributed to, and/or applied to PLAINTIFF and the Class Members
20 and Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled
21 the wages of PLAINTIFF and the Class Members and Aggrieved Employees in a uniform manner.
22 DEFENDANTS collectively represented to PLAINTIFF and the Class Members and Aggrieved
23 Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS
24 collectively retained the right to terminate PLAINTIFF's and Class Members and Aggrieved
25 Employees' employment with or without cause. Upon information and belief, DEFENDANTS
26 further collectively represented to PLAINTIFF and Class Members and Aggrieved Employees in
27 writing the details of their compensation, and the manner in which they were to take meal and rest
28 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked

1 and the policies applicable to PLAINTIFF and Class Members and Aggrieved Employees by which
2 DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and Class Members and
3 Aggrieved Employees.

4 13. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
5 and working conditions of PLAINTIFF and Class Members and Aggrieved Employees. As such,
6 DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and
7 the Class Members and Aggrieved Employees' employment, including the instrumentality that
8 resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

9 14. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
10 control over, applied the same policies and practices, and engaged in the same acts and omissions
11 with regard to the other Class Members and Aggrieved Employees.

12 **CLASS ALLEGATIONS**

13 15. PLAINTIFF brings this action on behalf of PLAINTIFF, and all others similarly
14 situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF
15 seeks to represent are defined as follows and referred to as the "Class" or "Class Members":

16 All current and former non-exempt employees that worked either
17 directly or via a staffing agency for any one or more of the
18 DEFENDANTS at any location in California at any time within the
19 four years prior to the filing of the initial Complaint ("Class Period").

20 a. Numerosity. While the exact number of Class Members is unknown to
21 PLAINTIFF at this time, the Class is so numerous that the individual joinder of
22 all members is impractical under the circumstances of this case. PLAINTIFF is
23 informed and believes the Class consists of at least 100 individuals.

24 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
25 because common questions of law and fact predominate over individual issues.
26 Common questions include, but are not limited to, the following: (1) whether
27 DEFENDANTS understated hours worked and failed to pay all amounts due to
28 PLAINTIFF and the Class Members for wages earned, including minimum and

1 overtime wages, under California law; (2) whether DEFENDANTS provided
2 PLAINTIFF and the Class Members with all meal periods or premium payments
3 in lieu thereof in compliance with California law; (3) whether DEFENDANTS
4 provided PLAINTIFF and the Class Members with all rest periods or premium
5 payments in lieu thereof, in compliance with California law; (4) whether
6 DEFENDANTS provided PLAINTIFF and Class Members with accurate,
7 itemized wage statements in compliance with California law, displaying,
8 including but not limited to, the total hours worked during the pay period; (5)
9 whether DEFENDANTS timely paid PLAINTIFF and the Class Members all
10 wages due upon separation of employment; (6) whether DEFENDANTS failed
11 to reimburse PLAINTIFF and the Class Members for all business expenses; and
12 (7) whether DEFENDANTS violated California Business and Professions Code
13 sections 17200, *et seq.*

- 14 c. Ascertainable Class. The proposed Class is ascertainable as members can be
15 identified and located using information in DEFENDANTS' business, payroll
16 and personnel records.
- 17 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
18 PLAINTIFF suffered a similar injury as members of the Class as a result of
19 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
20 and pay all owed minimum and overtime wages, failure to provide proper meal
21 periods and rest periods or premium compensation in lieu thereof, failure to
22 provide accurate wage statements, failure to reimburse business expenses, and
23 failure to timely pay all wages due upon separation of employment.
- 24 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
25 Class Members. PLAINTIFF has no interests adverse to the interests of the other
26 Class Members. Counsel who represent PLAINTIFF are competent and
27 experienced in litigating similar class action cases and are California lawyers in
28 good standing. Counsel for PLAINTIFF have the experience and resources to

1 vigorously prosecute this case.

2 f. Superiority. A class action is superior to other available means for the fair and
3 efficient adjudication of this controversy since individual joinder of all members
4 of the class is impractical. Class action treatment will permit a large number of
5 similarly situated persons to prosecute their common claims in a single forum
6 simultaneously, efficiently, and without the unnecessary duplication of effort
7 and expense that numerous individual actions would engender. Furthermore, as
8 the damages suffered by each individual member of the Class may be relatively
9 small, the expenses and burden of individual litigation would make it difficult
10 or impossible for individual members of the Class to redress the wrongs done to
11 them, while an important public interest will be served by addressing the matter
12 as a class action. The cost to the court system of adjudication of such
13 individualized litigation would be substantial. Individualized litigation would
14 also present the potential for inconsistent or contradictory judgments. Finally,
15 the alternative of filing a claim with the California Labor Commissioner is not
16 superior, given the lack of discovery in such proceedings, the fact that there are
17 fewer available remedies, and the losing party has the right to a trial de novo in
18 the Superior Court.

19 **FACTUAL AND LEGAL ALLEGATIONS**

20 16. During the relevant period, PLAINTIFF, and each of the Class Members and
21 Aggrieved Employees, worked for DEFENDANTS in the State of California. At all times referenced
22 herein, DEFENDANTS exercised control over PLAINTIFF and Class Members and Aggrieved
23 Employees, and suffered and/or permitted them to work.

24 17. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
25 DEFENDANTS as a non-exempt employee with a job title of general laborer and/or a similar title(s)
26 and/or job position(s) from in or around 2012 through on or around December 20, 2021. PLAINTIFF
27 worked for DEFENDANTS at DEFENDANTS' farm(s), processing/packing center(s), and/or
28 facilities in cities and/or counties throughout California, including but not limited to,

1 DEFENDANTS' farm(s), processing/packing center(s), facilities and/or other location(s) in Santa
2 Cruz County, California. PLAINTIFF regularly worked at least eight (8) hours per day, often
3 working at least ten (10) hours per day.

4 18. At all relevant times, PLAINTIFF was a non-exempt employee that was paid on an
5 hourly basis for time counted by DEFENDANTS as hours worked and/or on a piece-rate basis.

6 19. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
7 PLAINTIFF and Class Members and Aggrieved Employees for all hours worked, resulting in the
8 underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF
9 and Class Members and Aggrieved Employees for all hours worked by virtue of, DEFENDANTS'
10 automatic deduction and time rounding policies, and failure to relieve employees of all
11 duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or
12 improper meal periods, as explained below.

13 20. Based on information and belief, DEFENDANTS implemented a policy and/or
14 practice of rounding meal period start and end times and/or automatically deducting at least thirty
15 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
16 PLAINTIFF and other Class Members and Aggrieved Employees were subject to DEFENDANTS'
17 control during purported meal periods and/or were otherwise not afforded lawful meal periods,
18 depriving PLAINTIFF and Class Members and Aggrieved Employees of all wages owed.

19 21. Based on information and belief, Class Members and Aggrieved Employees were
20 not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to
21 scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies
22 and/or practices.

23 22. For example, based on information and belief, DEFENDANTS engaged in systemic
24 time record manipulation to shave time worked off PLAINTIFF and other Class Members and
25 Aggrieved Employees' workdays, by, for example, editing time records to delete portions of total
26 hours worked or otherwise understate actual hours worked by PLAINTIFF and other Class Members
27 and Aggrieved Employees.

28 23. Based on information and belief, DEFENDANTS recorded and/or required

1 PLAINTIFF Class Members and Aggrieved Employees to record only their scheduled hours worked
2 rather than actual hours worked and/or otherwise forego recording all work time, resulting in
3 DEFENDANTS' failure to pay PLAINTIFF Class Members and Aggrieved Employees for all hours
4 worked and the underpayment of minimum wages and overtime wages owed to Class Members and
5 Aggrieved Employees.

6 24. For example, based on information and belief, at times and/or throughout the
7 duration of her employment, PLAINTIFF was not provided with any mechanism with which to
8 record her true daily hours worked; instead, PLAINTIFF's supervisor would report PLAINTIFF's
9 scheduled hours for the day and/or otherwise forego reporting all of PLAINTIFF's work time to
10 payroll, resulting in DEFENDANTS failure to compensate PLAINTIFF for all hours worked and
11 the underpayment of wages owed to PLAINTIFF.

12 25. Based on information and belief, PLAINTIFF and other Class Members and
13 Aggrieved Employees were consistently required to perform pre-shift and/or post-shift work that
14 was neither recorded nor compensated.

15 26. For example, based on information and belief, Class Members and Aggrieved
16 Employees were required to be at their field areas/respective workstations at their scheduled shift
17 start time or face discipline. As such, Class Members and Aggrieved Employees typically arrived
18 at work at least five (5) to seven (7) minutes prior to their scheduled shift start times each day so
19 that they could perform any required pre-shift work, including but not limited to, bestowing their
20 personal items in the employee storage area, retrieving/compiling their work tools/equipment (e.g.,
21 knives, blades, scissors, baskets/containers, tractors) making any necessary adjustments to their
22 tools/equipment and/or perform any required maintenance tasks, don work clothing/their uniforms
23 and protective equipment (e.g., aprons, gloves, protective eyewear, protective chaps, rain gear,
24 hairnets and/or face masks), and/or complete other work tasks so as to be ready to be at their
25 respective work stations at their scheduled shift start times as mandated by DEFENDANTS. This
26 pre-shift off-the-clock work was neither recorded nor compensated resulting in the substantial
27 underpayment of wages owed to PLAINTIFF and other Class Members and Aggrieved Employees.

28 27. For example, PLAINTIFF was typically required to complete work tasks prior to

1 clocking in/signing in for the start of her shifts and/or after clocking out/signing out for the end of
2 her shifts, including but not limited to, pre-shift off-the-clock work, such as, but not limited to,
3 gathering and/or loading boxes and/or pallets and/or completing other work tasks off-the-clock,
4 resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the
5 underpayment of wages owed to PLAINTIFF.

6 28. Based on information and belief, PLAINTIFF and other Class Members and
7 Aggrieved Employees were also required to perform post-shift off-the-clock work that was neither
8 recorded nor compensated.

9 29. For example, based on information and belief, Class Members and Aggrieved
10 Employees put away their work tools/equipment, changed out of their work clothing/uniform and/or
11 protective gear after the end time of their scheduled shifts and/or outside of their scheduled shift
12 times.

13 30. Based on information and belief, PLAINTIFF and other Class Members and
14 Aggrieved Employees were required to perform additional off-the-clock work for which they were
15 not compensated.

16 31. For example, based on information and belief, DEFENDANTS did not compensate
17 Class Members and Aggrieved Employees for time spent donning and doffing personal protective
18 equipment, safety equipment and/or uniforms/work clothing (e.g., aprons, gloves, protective
19 eyewear, hairnets and/or face masks) during meal periods, rest periods, before the start of a
20 scheduled shift, and/or after completing a scheduled shift.

21 32. Based on information and belief, DEFENDANTS also required Class Members and
22 Aggrieved Employees to wash their hands before clocking in for their shifts and/or before clocking
23 back in from meal periods, resulting in off-the-clock work and unpaid minimum wages and unpaid
24 overtime wages as well as meal period violations.

25 33. In addition, based on information and belief, DEFENDANTS required Class
26 Members and Aggrieved Employees to obtain Covid-related testing outside of their scheduled shift
27 times without compensating them for the time spent completing DEFENDANTS' testing
28 requirements.

1 34. Based on information and belief, Class Members and Aggrieved Employees were
2 required to undergo pre-shift/off-the-clock temperature screenings and/or answer screening
3 questions related to COVID-19, which resulted in at least a few minutes of off-the-clock work. This
4 off-the-clock work was uncompensated and resulted in unpaid wages.

5 35. Moreover, based on information and belief, at times, DEFENDANTS paid
6 PLAINTIFF and/or other Class Members and Aggrieved Employees on a strictly piece-rate basis
7 (e.g., per unit created, pruned and/or harvested), at least during some pay periods, during the relevant
8 time period. However, based on information and belief, DEFENDANTS failed to separately
9 compensate Class Members and Aggrieved Employees for all non-piece rate related activities/all
10 non-productive time, including but not limited to, all rest breaks and/or time spent preparing/setting
11 up for tasks, waiting between jobs and tasks and/or other waiting time, and/or performing work
12 duties that otherwise fall outside of the piece-rate pay criteria. DEFENDANTS' failure to separately
13 compensate Class Members and Aggrieved Employees for their rest periods and/or other non-
14 productive time and/or failure to compensate them at the correct rates for all non-productive time
15 including rest periods resulted in the failure to pay Class Members and Aggrieved Employees for
16 all hours worked and violations of California wage and hour laws, including but not limited to,
17 Labor Code sections 226.2 and/or 1197. Based on information and belief, DEFENDANTS further
18 failed to include this information on these employees' wage statements required by Labor Code
19 section 226.2.

20 36. Based on information and belief, DEFENDANTS failed to pay Class Members and
21 Aggrieved Employees for time they were required to spend completing orientation, policy
22 questionnaires, and/or time spent completing the onboarding process including but not limited to
23 reviewing various documents and policies provided by DEFEDANTS. Based on information and
24 belief, this work time was completed off-the-clock and was not compensated.

25 37. Based on further information and belief, DEFENDANTS implemented a time-
26 rounding system that as applied systematically deprived PLAINTIFF and other Class Members and
27 Aggrieved Employees of compensable time because the time-rounding system implemented by
28 DEFENDANTS would almost always, if not always¹², result in understating actual compensable work

1 time.

2 38. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
3 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
4 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
5 minimum wages owed to PLAINTIFF and Class Members and Aggrieved Employees as well as
6 unpaid overtime wages for those Class Members and Aggrieved Employees who worked more than
7 eight (8) hours in a day and/or more than forty (40) hours in a week.

8 39. Based on information and belief, DEFENDANTS had actual and/or constructive
9 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
10 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
11 underpayment of minimum wages owed to PLAINTIFF and other Class Members and Aggrieved
12 Employees, in violation of California's minimum and overtime wage laws.

13 40. Based on information and belief, DEFENDANTS failed and continue to fail to pay
14 Class Members and Aggrieved Employees two times their regular rate of pay for time worked
15 beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh
16 consecutive day of work in a work week, in violation of California's overtime laws.

17 41. Based on information and belief, DEFENDANTS failed to incorporate all non-
18 discretionary remuneration, including but not limited to, shift differential pay, bonus pay, and/or
19 other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s),
20 resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other
21 Class Members and Aggrieved Employees.

22 42. **Meal Period Violations.** PLAINTIFF and other Class Members and Aggrieved
23 Employees consistently worked shifts of at least five and one-half hours or more, entitling them to
24 at least one meal period. However, PLAINTIFF and other Class Members and Aggrieved
25 Employees would not receive legally compliant thirty (30) minute first and second meal periods.
26 Based on information and belief, Class Members and Aggrieved Employees were consistently
27 unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take
28 late meal periods, interrupted meal periods, and/or work through part or all their meal periods due

1 to understaffing, the nature and constraints of their job duties and/or commentary from supervisors
2 pressuring them to take non-compliant meal periods or skip meal periods completely.

3 43. For example, based on information and belief, Class Members and Aggrieved
4 Employees were forced to take late meal periods in order to complete assigned job duties. Based on
5 information and belief, Class Members and Aggrieved Employees were at times interrupted during
6 purported meal periods and/or had meal periods cut short and/or restricted to DEFENDANTS'
7 premises due to the need to continue assigned job duties.

8 44. For example, based on information and belief, DEFENDANTS did not provide any
9 mechanism with which for PLAINTIFF and other Class Members and Aggrieved Employees to
10 record the true start and end times of any meal periods, and DEFENDANTS did not record the true
11 start and end times of PLAINTIFF's and other Class Members and Aggrieved Employees' meal
12 periods. Instead, DEFENDANTS rounded PLAINTIFF's and other Class Members and Aggrieved
13 Employees' meal period times and performed an automatic meal period deduction of at least thirty
14 (30) minutes per shift per Class Member notwithstanding that DEFENDANTS had actual and/or
15 constructive knowledge that PLAINTIFF and other Class Members and Aggrieved Employees were
16 required to complete work tasks during purportedly off-duty meal periods, resulting in denied meal
17 periods as well as DEFENDANTS failure to compensate PLAINTIFF and other Class Members and
18 Aggrieved Employees for all hours worked and the underpayment of wages owed to PLAINTIFF
19 and other Class Members and Aggrieved Employees.

20 45. Based on information and belief, other Class Members and Aggrieved Employees
21 were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had
22 their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise
23 on duty due to commentary from supervisors, understaffing, the nature and constraints of their job
24 duties, and/or the need to meet DEFENDANTS' goals and expectations.

25 46. Based on information and belief, DEFENDANTS implemented policies and/or
26 practices that failed to relieve Class Members and Aggrieved Employees of all duties and
27 DEFENDANTS' control during unpaid meal periods.

28 47. Based on information and belief, DEFENDANTS required Class Members and

1 Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which
2 DEFENDANTS failed to take into account when scheduling meal periods for Class Members and
3 Aggrieved Employees. Based on information and belief, meal periods were late, in part due to
4 unaccounted pre-shift off-the-clock work.

5 48. Based on information and belief, despite DEFENDANTS' failure to provide lawful
6 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
7 times of PLAINTIFF's and other Class Members and Aggrieved Employees' meal periods and/or
8 automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal
9 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Class
10 Members and Aggrieved Employees did not receive lawful meal periods.

11 49. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and
12 Aggrieved Employees who worked shifts of more than ten hours did not receive a second legally
13 compliant thirty (30) minute second meal period.

14 50. For example, when PLAINTIFF worked more than ten (10) and/or twelve (12) hours
15 in a shift, PLAINTIFF was not provided with a second meal period.

16 51. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
17 other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal
18 periods. Based on further information and belief, DEFENDANTS did not have a written meal period
19 policy, nor did DEFENDANTS have any sort of compliant policy in practice.

20 52. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
21 records of the true start and end times of PLAINTIFF's and Class Members and Aggrieved
22 Employees' meal periods. Based on information and belief, to the extent meal period were recorded,
23 DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in
24 PLAINTIFF and other Class Members and Aggrieved Employees not being paid for all time worked
25 as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th
26 58.

27 53. Based on information and belief, DEFENDANTS had actual and/or constructive
28 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which

1 were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members and Aggrieved
2 Employees, in violation of California's meal period laws.

3 54. DEFENDANTS failed to pay PLAINTIFF and other Class Members and Aggrieved
4 Employees, an additional hour of wages at their respective regular rates of compensation for each
5 workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period
6 premium at all for each workday a lawful meal period was not provided and/or failed to pay the
7 proper meal period premium for failure to incorporate all non-discretionary remuneration, including
8 but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into
9 the regular rate or compensation for purposes of calculating the owed meal period premium.

10 55. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
11 PLAINTIFF and other Class Members and Aggrieved Employees with legally compliant rest
12 periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable,
13 are provided in the middle of the work period, as required by law.

14 56. PLAINTIFF and other Class Members and Aggrieved Employees were not
15 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest
16 periods per California law. Based on information and belief, DEFENDANTS had no policy in place
17 nor instruction as to the taking of duty-free rest periods.

18 57. Based on information and belief, DEFENDANTS did not have a have a compliant
19 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
20 practice.

21 58. For example, based on information and belief, Class Members and Aggrieved
22 Employees were frequently if not always unable to take compliant rest periods due to their need to
23 complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable
24 rest area and/or had purported rest periods restricted to DEFENDANTS' premises.

25 59. Based on information and belief, DEFENDANTS failed to authorize and permit rest
26 periods that were a "net" ten minutes in a suitable rest area, and instead, to the extent rest periods
27 were provided, DEFENDANTS limited PLAINTIFF and other Class Members and Aggrieved
28 Employees to only ten-minute rest periods, requiring them to be back at their workstations within

1 ten minutes of leaving their work stations , in violation of California rest period law.

2 60. Based on information and belief, Class Members and Aggrieved Employees' rest
3 periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing,
4 the nature and constraints of their job duties, and/or due to commentary from supervisors/managers
5 pressuring them to skip rest periods completely or otherwise take non-compliant rest periods.

6 61. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts
7 lasting longer than ten hours.

8 62. Based on information and belief, DEFENDANTS implemented policies and/or
9 practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of
10 all duties and DEFENDANTS' control during rest periods.

11 63. Based on information and belief, Class Members and Aggrieved Employees were
12 pressured to complete their work duties according to a designated schedule such that rest periods
13 were only taken once tasks were completed, and/or as time permitted.

14 64. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
15 which PLAINTIFF and Class Members and Aggrieved Employees experienced a missed/unlawful
16 rest period in violation of California law. DEFENDANTS either failed to pay a rest period premium
17 at all for each workday a proper rest period was not provided and/or failed to pay the proper rest
18 period premium for failure to incorporate all non-discretionary remuneration, including but not
19 limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
20 regular rate of compensation for purposes of calculating the owed rest period premium.

21 65. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
22 provide PLAINTIFF and other Class Members and Aggrieved Employees with accurate wage
23 statements that complied with Labor Code section 226. As DEFENDANTS failed to provide
24 PLAINTIFF and Class Members and Aggrieved Employees with meal and rest periods that
25 complied with Labor section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and
26 Class Members and Aggrieved Employees failed and continue to fail to correctly set forth the gross
27 wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect
28 during the pay period and the corresponding number of hours worked at each hourly rate by the

1 employee.

2 66. DEFENDANTS issued wage statements to PLAINTIFF and Class Members and
3 Aggrieved Employees that also failed to indicate the earned gross and net wages earned during the
4 pay period, the correct applicable rates of pay for all hours worked, and the total hours worked by
5 PLAINTIFF and Class Members and Aggrieved Employees (by virtue of rounded time entries,
6 automatic deduction for meal periods/failure to relieve Class Members and Aggrieved Employees
7 of all duties and employer control during unpaid meal periods, payment according to scheduled
8 hours worked rather than actual hours worked, and/or other off-the-clock work policies and
9 practices) which results in a violation of Labor Code section 226(a).

10 67. As described herein, based on information and belief, DEFENDANTS also failed to
11 incorporate all forms of non-discretionary compensation earned during the pay period into the
12 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
13 of overtime worked by PLAINTIFF and other Class Members and Aggrieved Employees.

14 68. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Class
15 Members and Aggrieved Employees that were not accurate and did not include all of the statutorily
16 required information. As such, DEFENDANTS violated Labor Code section 226.

17 69. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
18 information and belief, DEFENDANTS failed to timely pay Class Members and Aggrieved
19 Employees all wages that were due and owing upon termination or resignation. Based on
20 information and belief, DEFENDANTS untimely provide final wages to Class Members and
21 Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.

22 70. Upon separation of employment, Class Members and Aggrieved Employees' final
23 paychecks were not timely provided and/or were not timely provided with all owed vacation pay
24 and/or paid time off. Moreover, PLAINTIFF's and Class Members and Aggrieved Employees' final
25 paychecks, once provided, did not include all wages owed as they were devoid of, including but not
26 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
27 sick leave and/or paid time off wages at the properly accrued rates.

28 71. For example, DEFENDANTS failed to furnish PLAINTIFF with any final paycheck

1 at the time of termination; instead DEFENDANTS required PLAINTIFF to wait at least a couple of
2 days to receive a final paycheck, and PLAINTIFF's late final paycheck was devoid of all wages
3 owed including but not limited to all owed minimum wages, overtime wages, premium wages, piece
4 rate pay, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates
5 (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-
6 discretionary compensation, including but not limited to, any shift differentials).

7 72. Based on further information and belief, DEFENDANTS failed to timely provide all
8 owed wages immediately upon discharge of employment. Based on information and belief, at times,
9 Class Members and Aggrieved Employees experienced breaks in employment caused by
10 DEFENDANTS whereby Class Members and Aggrieved Employees would not be called in for work
11 for longer than a single pay period due to including but not limited to DEFENDANTS' lack of work
12 or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS
13 failed to timely pay all owed wages at the end of such periods of employment, in violation of
14 including but not limited to Labor Code section 201-202.

15 73. These violations subject DEFENDANTS to civil penalties under Labor Code section
16 203, 210, and/or 256.

17 74. **Unreimbursed Business Expenses.** Based on information and belief,
18 DEFENDANTS required PLAINTIFF and Class Members and Aggrieved Employees to incur
19 business expenses as a direct consequence of the performance of their job duties without providing
20 reimbursement, in violation of Labor Code section 2802. Based on information and belief,
21 PLAINTIFF and Class Members and Aggrieved Employees were improperly required to provide
22 and maintain work tools that are supposed to be the responsibility of the employer.

23 75. Based on information and belief, DEFENDANTS shifted the costs of doing business
24 onto PLAINTIFF and other Class Members and Aggrieved Employees requiring them to pay for
25 business expenses, including but not limited to, uniforms/work clothing/work shoes, personal
26 protective/safety gear and/or the use of Class Members and Aggrieved Employees' personal mobile
27 phones, cost of internet and/or data usage for work-related purposes, including but not limited to, to
28 receive and respond to work-related messages and/or phone calls.

1 76. For example, based on information and belief, Class Members and Aggrieved
2 Employees were required to receive and respond to work-related calls and/or messages on their
3 personal cell phones/mobile devices, including but not limited to, regarding work scheduling and/or
4 other work tasks without being provided any and/or full reimbursement from DEFENDANTS for
5 these business expenses. Based on information, at times, Class Members and Aggrieved
6 Employees were required to supply their own uniforms, work clothing/work shoes and/or
7 safety/protective gear, such as, but not limited to, work shoes, protective eyewear, gloves ear plugs
8 protective eyewear and/or rain gear and/or face masks and/or work equipment including but not
9 limited to hand tools (e.g., scissors, shears, knives, and/or blades, baskets/containers) which
10 DEFENDANTS required, yet Class Members and Aggrieved Employees were not reimbursed by
11 DEFENDANTS for the business expenses they incurred in connection therewith.

12 77. Based on information and belief, at times, DEFENDANTS failed to reimburse Class
13 Members and Aggrieved Employees for expenses associated with having to purchase and/or
14 maintain their own hand tools (scissors, shears, knives, and/or blades) baskets/containers, ear plugs
15 protective eyewear and/or face masks) required to perform their assigned job duties.

16 78. For example, PLAINTIFF was required to supply her own knives and/or water
17 resistant boots and/or rain ponchos and/or other uniforms, work clothing/work shoes and/or
18 safety/protective gear and/or hand tools and/or equipment required to carry out PLAINTIFF's
19 assigned job duties, however DEFENDANTS failed to provide PLAINTIFF with any and/or full
20 reimbursement for the business expenses PLAINTIFF incurred in connection therewith.

21 79. Based on information and belief, at times, Class Members and Aggrieved Employees
22 were not reimbursed for the business use of their personal vehicles, including but not limited to,
23 mileage, wear and tear, and/or cost of fuel when they were required to drive around and/or between
24 job sites, and/or use their personal vehicles in carrying out the duties assigned by DEFENDANTS.
25 As such, DEFENDANTS failed to compensate Class Members and Aggrieved Employees at the
26 legally mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the
27 relevant period.

28 80. As explained above, based on information and belief, Class Members and Aggrieved

1 Employees were not reimbursed for the cost of using their personal phone for work-related purposes
2 and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal
3 protective/safety gear and/or hand tools and/or work equipment.

4 81. Based on information and belief, DEFENDANTS regularly failed to reimburse and
5 indemnify Class Members and Aggrieved Employees for business expenses. Pursuant to California
6 Labor Code section 2802, PLAINTIFF and Class Members and Aggrieved Employees were entitled
7 to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders
8 and/or carrying out the duties assigned by DEFENDANTS.

9 82. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with
10 full reimbursement for all reasonable expenses associated with carrying out their duties required
11 that Class Members and Aggrieved Employees subsidize and/or carry the burden of business
12 expenses in violation of Labor Code section 2802.

13 83. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
14 engaged in these same herein described unlawful practices and that DEFENDANTS applied these
15 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

16 **FIRST CAUSE OF ACTION**

17 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
18 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

19 84. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

20 85. It is fundamental that an employer must pay its employees for all time worked.
21 California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages.
22 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only
23 permits deductions from wages when the employer is required or empowered to do so by state or
24 federal law or when the deduction is expressly authorized in writing by the employee for specified
25 purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223
26 prohibits the pay of less than a statutory or contractual wage scale.

27 86. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
28 Commission ("IWC") Wage Orders, an employer must pay its employees for all hours worked, up
to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.

1 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
2 period is unlawful.

3 87. DEFENDANTS violated California's minimum wage laws by failing to compensate
4 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,
5 DEFENDANTS' time rounding, automatic deduction for meal periods, off-the-clock/unpaid work
6 completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work,
7 and/or payment according to scheduled hours worked rather than actual hours worked (described
8 above), which resulted in the failure to account for all hours worked and thus the denial of minimum
9 wages.

10 88. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
11 Class Members for all hours worked.

12 89. Based on information and belief, DEFENDANTS had actual or constructive
13 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
14 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
15 periods, policy and practice of payment according to scheduled work time rather than actual work
16 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
17 owed to PLAINTIFF and other Class Members.

18 90. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
19 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
20 attorney's fees and costs, in an amount to be proved at trial.

21 **SECOND CAUSE OF ACTION**

22 **Recovery of Unpaid Overtime Wages**

23 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

24 91. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

25 92. Employees in California must be paid overtime, equal to one and one-half times the
26 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
27 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of
28 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in
excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh

1 consecutive day of work in a workweek, unless they are exempt.

2 93. PLAINTIFF and the Class Members worked overtime hours for which they were not
3 compensated by DEFENDANTS by virtue of, among other things, DEFENDANTS' time rounding,
4 automatic deduction for meal periods, off-the-clock/unpaid work completed during meal periods,
5 other pre-shift, post-shift and/or otherwise off-the-clock work, and/or payment according to
6 scheduled hours worked rather than actual hours worked (described above), and/or other unlawful
7 policies and/or practices described above which resulted in unpaid minimum and overtime wages
8 which resulted in the failure to account for all hours worked and thus the denial of all owed overtime
9 wages.

10 94. Based on information and belief, DEFENDANTS failed to pay twice Class
11 Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
12 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
13 violation of California's overtime laws.

14 95. Based on information and belief, DEFENDANTS further violated California's
15 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
16 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
17 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
18 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
19 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
20 other Class Members.

21 96. DEFENDANTS' conduct described above is in violation of California Labor Code
22 sections 510 and 1194 and all applicable Wage Orders.

23 97. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
24 wages, plus attorney's fees and costs, in an amount to be proved.

25 **THIRD CAUSE OF ACTION**

26 **Failure to Provide Meal Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

27 98. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

28 99. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,

1 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute
2 meal break free from all duties and employer control for all shifts longer than 5 hours, and a second
3 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be
4 waived, but only under the following circumstances: (1) if an employee's total work period in a day
5 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
6 mutual consent of the employer and employee, and (2) if an employee's total work period in a day
7 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be
8 waived by mutual consent of the employer and employee, but only if the first meal period was not
9 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their
10 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
11 done so.

12 100. Employers must pay employees an additional hour of wages at the employees'
13 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
14 meal period, first meal period provided after five (5) hours, second meal period provided after 10
15 hours). Lab. Code § 226.7.

16 101. As explained above, PLAINTIFF and other Class Members were consistently unable
17 to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being
18 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their
19 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary
20 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
21 completely.

22 102. Based on information and belief, DEFENDANTS had and continue to have a policy
23 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
24 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class
25 Members did not receive compliant meal periods.

26 103. Moreover, based on information and belief, Class Members did not receive a timely,
27 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

28 104. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had

1 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
2 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
3 violation of California's meal period laws.

4 105. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
5 periods in violation of California law and/or failed to pay the proper meal period premium for failure
6 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
7 differential pay and/or other non-discretionary compensation into the regular rate or compensation
8 for purposes of calculating the owed meal period premium.

9 106. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
10 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
11 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,
12 all in an amount to be proved at trial.

13 **FOURTH CAUSE OF ACTION**

14 **Failure to Provide Rest Periods or Compensation in Lieu Thereof (By PLAINTIFF and the Class Members Against all DEFENDANTS)**

15 107. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

16 108. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
17 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
18 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
19 "insofar as practicable." In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the
20 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
21 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10
22 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).
23 The rest period requirement obligates employers to permit and authorize employees to take off-duty
24 rest periods, meaning employers must relieve employees of all duties and relinquish control over
25 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

26 109. If the employer fails to provide any required rest period, the employer must pay the
27 employee one hour of pay at the employee's regular rate of compensation for each workday the
28 employer did not provide at least one legally required rest period, pursuant to Labor Code section

1 226.7.

2 110. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
3 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
4 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
5 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
6 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
7 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
8 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
9 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
10 “onus is on the employer to clearly communicate the authorization and permission [to take rest
11 periods] to its employees.”).

12 111. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-
13 minute rest periods for every four (4) hours worked or major fraction thereof. As explained above,
14 any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to
15 DEFENDANTS’ control due to the nature and constraints of Class Members’ job duties,
16 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to
17 skip rest periods completely or otherwise take non-compliant rest periods.

18 112. Based on information and belief, DEFENDANTS implemented policies and/or
19 practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer
20 control during rest periods. Based on further information and belief, Class Members were pressured
21 to complete their work duties according to a designated schedule such that rest periods were only
22 taken once tasks were completed, and/or as time permitted.

23 113. As a result, PLAINTIFF and Class Members did not receive legally compliant first,
24 second, or third rest periods as required by California law.

25 114. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
26 period premium to PLAINTIFF and other Class Members for each workday in which there was a
27 missed or otherwise unlawful rest period. Based on further information and belief, when a rest
28 premium was paid, DEFENDANTS failed to include non-discretionary compensation including but

1 not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
2 regular rate of compensation for purposes of determining the owed rest period premium.

3 115. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one
4 hour of additional pay at the regular rate of compensation for each workday that a required rest
5 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
6 Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at
7 trial.

8 **FIFTH CAUSE OF ACTION**

9 **Failure to Furnish Accurate Itemized Wage Statements (By PLAINTIFF and the Class Members Against all DEFENDANTS)**

10 116. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

11 117. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class
12 Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
13 wage statement accurately stating the following:

14 (1) gross wages earned, (2) total hours worked by the employee,
15 except for any employee whose compensation is solely based on a
16 salary and who is exempt from payment of overtime under
17 subdivision (a) of Section 515 or any applicable order of the Industrial
18 Welfare Commission, (3) the number of piece-rate units earned and
19 any applicable piece rate if the employee is paid on a piece-rate basis,
20 (4) all deductions, provided that all deductions made on written orders
21 of the employee may be aggregated and shown as one item, (5) net
22 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, except that by January 1, 2008, only the last four
digits of his or her social security number or an employee
identification number other than a social security number may be
shown on the itemized statement, (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.

23 118. As DEFENDANTS failed to provide PLAINTIFF and other Class Members with
24 meal and rest periods that complied with Labor Code section 226.7, the wage statements
25 DEFENDANTS issued to PLAINTIFF and other Class Members failed and continue to fail to
26 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the
27 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
28 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect

1 during the pay period and the corresponding number of hours worked at each hourly rate by the
2 employee, in violation of Labor Code section 226(a)(9).

3 119. Moreover, due to violations detailed above, including but not limited to,
4 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
5 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
6 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
7 PLAINTIFF and other Class Members with accurate, itemized wage statements that listed the gross
8 and net wages earned and the correct applicable rates of pay for all hours worked. Based on
9 information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
10 compensation earned during the pay period into the regular rate of pay for purposes of calculating
11 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
12 overtime worked by PLAINTIFF and other Class Members.

13 120. As explained above, wage statements issued by DEFENDANTS failed to list the
14 "total hours worked" by PLAINTIFF and Class Members (by virtue of rounded time entries,
15 automatic deduction for meal periods/failure to relieve Class Members of all duties and employer
16 control during unpaid meal periods, payment according to scheduled hours worked rather than actual
17 hours worked, and/or other off-the-clock work policies and practices all described in greater detail
18 *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on
19 a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*
20 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

21 121. Based on information and belief, wage statements issued by DEFENDANTS failed
22 to list all applicable hourly rates in effect during the pay period and the corresponding number of
23 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).
24 For example, as described herein, based on information and belief, DEFENDANTS failed to
25 incorporate all forms of non-discretionary compensation earned during the pay period into the
26 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
27 of overtime worked by Class Members.

28 122. Based on information and belief, wage statements issued by DEFENDANTS failed

1 to list the inclusive dates of the pay period for which the Class Member is being paid.

2 123. DEFENDANTS' failure to accurately list all hours worked on all wage statements
3 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Class
4 Members over whether they received all wages owed to them.

5 124. As a result, PLAINTIFF and other Class Members have suffered injury as they could
6 not easily determine whether they received all wages owed to them and whether they were paid for
7 all hours worked.

8 125. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
9 Class Members with accurate, itemized wage statements.

10 126. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Class Members
11 have suffered injury. The absence of accurate information on their wage statements has prevented
12 earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
13 mathematical computations to determine the amount of wages owed, and will cause difficulty and
14 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
15 submission of inaccurate information about wages and amounts deducted from wages to state and
16 federal government agencies. As a result, PLAINTIFF and Class Members are required to
17 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
18 and pay records than if DEFENDANT had complied with its legal obligations.

19 127. Pursuant to California Labor Code section 226(e), PLAINTIFF and Class Members
20 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226
21 violation occurred and one hundred dollars per employee per violation for each subsequent pay
22 period, not to exceed an aggregate penalty of four thousand dollars per employee.

23 128. Pursuant to California Labor Code § 226(h), PLAINTIFF and Class Members are
24 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with
25 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to
26 provide currently employed Class Members with inaccurate wage statements in violation of
27 California Labor Code § 226(a). Currently employed Class Members have no adequate legal remedy
28 for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing unlawful

1 conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS' compliance
2 with California Labor Code § 226(a).

3 129. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFF and Class
4 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable
5 attorneys' fees, and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure to Timely Pay All Wages Due Upon Separation of Employment**

8 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

9 130. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

10 131. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
11 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
12 payable immediately."

13 132. California Labor Code section 202(a) provides, in relevant part, that "[i]f an
14 employee not having a written contract for a definite period quits his or her employment, his or her
15 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
16 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
17 to his or her wages at the time of quitting."

18 133. Based on information and belief, DEFENDANTS failed and continue to fail to timely
19 pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of
20 Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class
21 Members do not include all wages owed as they are devoid of, including but not limited to, all owed
22 minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or
23 paid time off wages at the properly accrued rates.

24 134. Under Labor Code section 203, PLAINTIFF and the Class Members who are no
25 longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days'
26 pay, plus attorney's fees and costs, in an amount to be proved at trial.

27 **SEVENTH CAUSE OF ACTION**

28 **Failure to Reimburse Business Expenses**

(By PLAINTIFF and the Class Members Against all DEFENDANTS)

135. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

1 136. California law requires employers to indemnify their employees for all necessary
2 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
3 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
4 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
5 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
6 incurred by the employee enforcing the rights granted by this section.”

7 137. Among other things, under California law, when employees must use their personal
8 cellphones for work-related purposes, the employer must reimburse them for a reasonable
9 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
10 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
11 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
12 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
13 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
14 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

15 138. As described above, PLAINTIFF and the Class Members were improperly required
16 to pay for business expenses that are legally the responsibility of the employer.

17 139. DEFENDANTS’ failure to provide PLAINTIFF and the Class Members with full
18 reimbursement for all reasonable expenses associated with carrying out their duties required that
19 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
20 violation of Labor Code section 2802.

21 140. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Class
22 Members have suffered injury in that they were not completely reimbursed as mandated by
23 California law.

24 141. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
25 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
26 attorneys’ fees, and costs of suit.

27 **EIGHTH CAUSE OF ACTION**
Unfair Competition

28 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

1 142. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

2 143. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition
3 within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair
4 conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS'
5 failure to pay minimum and overtime wages by virtue of its illegal policies and practices;
6 DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay
7 proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized
8 wage statements; DEFENDANTS' failure to reimburse business expenses; DEFENDANTS' failure
9 to timely pay all wages owed upon separation of employment; and DEFENDANTS' failure to
10 provide paid sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to,
11 including but not limited to, DEFENDANTS' failure to incorporate all non-discretionary
12 compensation into the sick pay calculation and failure to base the accrued sick leave on the correct
13 number of hours worked as a result of DEFENDANTS' time-rounding/auto deduction policies and
14 practices, payment according to scheduled hours worked and/or other off-the-clock work policies
15 and practices).

16 144. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
17 California Labor Code, DEFENDANTS have gained a competitive advantage over other
18 comparable companies doing business in the State of California that comply with their obligations
19 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
20 in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate
21 itemized wage statements, to reimburse employees for all business expenses, to pay all owed
22 minimum and overtime wages and to pay all wages due upon separation of employment of their
23 employees.

24 145. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
25 and Class Members have suffered injury in fact and lost money or property, as described in more
26 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
27 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
28 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their

1 unlawful and unfair business practices.

2 146. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class
3 Members, enjoining DEFENDANTS and any and all persons acting in concert with them from
4 engaging in each of the unlawful practices and policies set forth herein.

5 147. PLAINTIFF also seeks an award of attorney's fees pursuant to Code Civ. Proc
6 Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted
7 by law.

8
9 **NINTH CAUSE OF ACTION**
10 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
11 **2698, *ET SEQ.***
12 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
13 **DEFENDANTS)**

14 148. PLAINTIFF brings this action under the Private Attorneys General Act of 2004,
15 Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of PLAINTIFF,
16 the State of California and Aggrieved Employees, regarding violations of the California Labor Code
17 as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

18 All current and former non-exempt employees that worked either directly or via a staffing
19 agency for any one or more of the DEFENDANTS at any location in California at any time
20 from one year plus 65 days from the filing of the initial Complaint through the present
21 ("PAGA Period").

22 149. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
23 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
24 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,
25 PLAINTIFF seeks to recover on behalf of the State of California and all Aggrieved Employees, the
26 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has
27 standing to bring a PAGA cause of action on behalf of PLAINTIFF, the State of California, and all
28 Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is thereby
affected by all of the alleged violations.

///

1 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

2 150. On February 4, 2025, PLAINTIFF, through counsel, gave written notice by online
3 filing with the California Labor and Workforce Development Agency ("LWDA") informing it that
4 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
5 in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via
6 certified mail.

7 151. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
8 violations after expiration of the statutorily-mandated waiting-time period(s), or at any time. To the
9 extent any of the alleged violations were curable, DEFENDANTS failed to cure within the time
10 allotted by PAGA. Accordingly, PLAINTIFF has exhausted the administrative remedies as required
11 by Labor Code section 2699.3. Consequently, PLAINTIFF's right to file the instant lawsuit against
12 DEFENDANTS has duly accrued.

13 152. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
14 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
15 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

16 153. From one year prior to PLAINTIFF's filing of the required PAGA notice with the
17 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated the California
18 Labor Code sections described herein, including but not limited to, 201-203, 226, 226.7, 510, 512,
19 558, 558.1, 1194, 1197, 1197.1, 2802, and all applicable Wage Orders.

20 154. As set forth above, DEFENDANTS have committed numerous violations of the
21 California Labor Code due to including but not limited to their failure to pay all owed minimum
22 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation
23 in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses,
24 and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties
25 are in addition to any other relief available under the Labor Code.

26 155. DEFENDANTS have violated the following Labor Code sections and provisions of
27 the applicable Wage Order as to the PLAINTIFF and other Aggrieved Employees.

28 ///

1 **Minimum and Overtime Wage Violations**

2 156. California law provides that employees in California must be paid for all hours
3 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
4 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
5 The minimum wage standard applies to each hour employees worked for which they were not paid.
6 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
7 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
8 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

9 157. California law also provides that employees in California must be paid overtime,
10 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
11 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
12 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
13 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
14 consecutive day of work in a work week. *Ibid.*

15 158. As explained above, DEFENDANTS violated California's minimum and overtime
16 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
17 by virtue of, among other things, DEFENDANTS' time rounding policies and practices (for shift
18 start and end times and meal period start and end times), payment according to scheduled hours
19 worked, automatic deduction for meal periods, and/or off-the-clock/unpaid work completed during
20 meal periods, and/or other otherwise off-the-clock work (described above), and/or other unlawful
21 policies and/or practices described above which resulted in unpaid minimum and overtime wages.

22 159. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
23 Aggrieved Employees for all hours worked.

24 160. Based on information and belief, DEFENDANTS had actual or constructive
25 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
26 meal periods, payment according to scheduled hours, failure to relieve employees of all duties and
27 employer control during unpaid meal periods, and/or other off-the-clock work resulted in the
28 underpayment of minimum and overtime wages owed to PLAINTIFF and other Aggrieved

1 Employees.

2 161. Based on information and belief, DEFENDANTS calculated the owed overtime
3 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)
4 based on the minimum wage established for the cities and/or counties within which Aggrieved
5 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to
6 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates
7 above the California minimum wage rate.

8 162. Based on information and belief, DEFENDANTS failed and continue to fail to pay
9 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
10 in a week.

11 163. Based on information and belief, DEFENDANTS failed to pay twice Aggrieved
12 Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for
13 time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
14 violation of California's overtime laws.

15 164. Based on information and belief, DEFENDANTS further violated California's
16 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
17 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
18 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
19 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
20 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
21 other Aggrieved Employees.

22 165. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
23 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
24 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
25 Wage Orders, section 20.

26 **Meal Period Violations**

27 166. California law requires employers to provide employees a duty-free, uninterrupted
28 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and

1 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
2 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
3 *Court* (2012) 53 Cal.4th 1004.

4 167. Employers must also provide employees with a second duty-free, uninterrupted thirty
5 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
6 be provided before the end of the 10th hour of work. *Ibid.*

7 168. Employers covered by any and all applicable IWC Wage Orders have an obligation
8 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
9 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
10 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
11 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
12 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
13 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
14 provided”).

15 169. Employers must pay employees an additional hour of wages at the employees’
16 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
17 meal period, first meal period provided after five (5) hours, second meal period provided after 10
18 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
19 provide an employee a meal period in accordance with the applicable provision of this Order, the
20 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
21 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

22 170. As explained above, PLAINTIFF and other Aggrieved Employees were consistently
23 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
24 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
25 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
26 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
27 periods completely.

28 171. Based on information and belief, DEFENDANTS had and continues to have a policy

1 of rounding the start and end times of employees' meal periods and/or automatically deducting
2 thirty/sixty minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF
3 and Aggrieved Employees did not receive compliant meal periods.

4 172. Moreover, based on information and belief, Aggrieved Employees did not receive a
5 timely, uninterrupted second meal period when working shifts over ten (10) hours in a workday.

6 173. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
7 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
8 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
9 violation of California's meal period laws.

10 174. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
11 periods in violation of California law and/or failed to pay the proper meal period premium for failure
12 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
13 differential pay and/or other non-discretionary compensation into the regular rate or compensation
14 for purposes of calculating the owed meal period premium.

15 175. These unlawful meal period policies and practices result in violations of Labor Code
16 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
17 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
18 Wage Orders, § 20.

19 **Rest Period Violations**

20 176. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
21 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
22 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
23 "insofar as practicable." In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
24 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
25 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
26 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
27 1029). The rest period requirement obligates employers to permit and authorize employees to take
28 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control

1 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
2 257. If the employer fails to provide any required rest period, the employer must pay the employee
3 one hour of pay at the employee's regular rate of compensation for each workday the employer did
4 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
5 applicable IWC Wage Order, §12(B).

6 177. Moreover, under California law rest periods must be a "net" ten minutes in a suitable
7 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
8 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
9 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
10 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
11 which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what
12 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
13 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
14 "onus is on the employer to clearly communicate the authorization and permission [to take rest
15 periods] to its employees.").

16 178. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
17 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
18 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject
19 to DEFENDANTS' control due to the nature and constraints of Aggrieved Employees' job duties,
20 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
21 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

22 179. Based on information and belief, DEFENDANTS implemented policies and/or
23 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
24 employer control during rest periods. Based on further information and belief, Aggrieved
25 Employees were pressured to complete their work duties according to a designated schedule such
26 that rest periods were only taken once tasks were completed, and/or as time permitted.

27 180. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
28 first, second, or third rest periods as required by California law.

1 181. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
2 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there
3 was a missed or otherwise unlawful rest period. Based on further information and belief, when a
4 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including
5 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into
6 the regular rate of compensation for purposes of determining the owed rest period premium.

7 182. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
8 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
9 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

10 **Wage Statement Violations**

11 183. California law requires every employer semi-monthly or at the time of each payment
12 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
13 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
14 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
15 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
16 is paid; (7) the name of the employee and only the last four digits of his or her social security number
17 or an employee identification number other than a social security number; (8) the name and address
18 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
19 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

20 184. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
21 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
22 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
23 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
24 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
25 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
26 effect during the pay period and the corresponding number of hours worked at each hourly rate by
27 the employee, in violation of Labor Code section 226(a)(9).

28 185. Moreover, due to violations detailed above, including but not limited to,

1 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
2 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
3 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
4 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed
5 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based
6 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
7 compensation earned during the pay period into the regular rate of pay for purposes of calculating
8 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
9 overtime worked by PLAINTIFF and other Aggrieved Employees.

10 186. As explained above, wage statements issued by DEFENDANTS failed to list the
11 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of rounded time entries,
12 automatic deduction for meal periods/failure to relieve Aggrieved Employees of all duties and
13 employer control during unpaid meal periods, and/or other off-the-clock work policies and practices
14 described above), which results in a violation of Labor Code section 226(a). Failure to list all hours
15 worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226
16 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

17 187. Based on information and belief, wage statements issued by DEFENDANTS failed
18 to list all applicable hourly rates in effect during the pay period and the corresponding number of
19 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
20 Code section 226(a)(9).

21 188. DEFENDANTS' failure to accurately list all hours worked on all wage statements
22 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
23 Employees over whether they received all wages owed to them.

24 189. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
25 they could not easily determine whether they received all wages owed to them and whether they
26 were paid for all hours worked.

27 190. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
28 Employees have suffered injury. The absence of accurate information on their wage statements has

1 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
2 mathematical computations to determine the amount of wages owed, and will cause difficulty and
3 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
4 submission of inaccurate information about wages and amounts deducted from wages to state and
5 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
6 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
7 and pay records than if DEFENDANT had complied with its legal obligations.

8 191. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
9 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
10 during which the statute provisions were violated. ²

11 **Business Expense Violations**

12 192. California law requires employers to indemnify their employees for all necessary
13 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
14 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
15 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
16 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
17 incurred by the employee enforcing the rights granted by this section."

18 193. Among other things, under California law, when employees must use their personal
19 cellphones for work-related purposes, the employer must reimburse them for a reasonable
20 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228
21 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
22 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
23 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
24 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
25 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

26 194. Further, "any contract or agreement, express or implied, made by any employee to
27 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive

28 ² Labor Code § 226.3 (establishing that the civil penalty is ~~42~~⁴² per employee per violation").

1 any employee or his personal representative of any right or remedy to which he is entitled to under
2 the laws of this State.” See Cal. Lab. Code section 2804.

3 195. As described above, PLAINTIFF and the Aggrieved Employees were improperly
4 required to pay for business expenses that are legally the responsibility of the employer.

5 196. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
6 full reimbursement for all reasonable expenses associated with carrying out their duties required
7 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
8 expenses in violation of Labor Code section 2802.

9 197. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and other Aggrieved
10 Employees have suffered injury in that they were not completely reimbursed as mandated by
11 California law.

12 198. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
13 full reimbursement for all reasonable expenses associated with carrying out their duties required
14 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
15 expenses in violation of Labor Code section 2802.

16 199. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Aggrieved
17 Employees have suffered injury in that they were not completely reimbursed as mandated by
18 California law.

19 200. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
20 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
21 Code § 2802. In turn, this constitutes a PAGA violation based on violations of California Labor
22 Code § 2802 and the applicable Wage Order.

23 **Untimely Payment of Final Wages**

24 201. California Labor Code section 201(a) provides, in relevant part, that “[i]f an
25 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
26 payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an
27 employee not having a written contract for a definite period quits his or her employment, his or her
28 wages shall become due and payable not later than 72 hours thereafter, unless the employee has

1 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
2 to his or her wages at the time of quitting.”

3 202. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
4 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
5 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
6 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
7 section 256. See, *Iskanian v. CLS Transportation Orange, LLC*, 59 Cal.4th 348 (2014); see also,
8 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

9 203. Based on information and belief, upon separation of employment, Aggrieved
10 Employees’ final paychecks were not timely provided, were not timely provided with all owed
11 vacation pay/ and/or paid time off and/or did not include all wages owed, in violation of Labor Code
12 section 201-202. Based on information and belief, Aggrieved Employees’ final paychecks did not
13 include all wages owed as they are devoid of, including but not limited to, all owed minimum wages,
14 overtime wages, premium wages, vacation pay and/or all paid time off wages at the properly accrued
15 rates (including but not limited to any owed shift differential pay).

16 204. Based on information and belief, at times, Aggrieved Employees experienced breaks
17 in employment caused by DEFENDANTS whereby Aggrieved Employees would not be called in
18 for work for longer than a single pay period due to including but not limited to DEFENDANTS’
19 lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet,
20 DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in
21 violation of including but not limited to Labor Code section 201-202.

22 205. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
23 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
24 256.

25 206. Under the provisions of PAGA and the above mentioned Labor Code sections,
26 including but not limited to Labor Code sections 201-203, 226, 226.7, 510, 512, 558, 558.1, 1194,
27 1197, 1197.1, 2802, and all applicable Wage Orders as well as all interpretations of these laws by
28 California Courts and administrative bodies, as well as any other law that is enforceable through

1 PAGA, DEFENDANTS are liable for the following penalties:

- 2 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
- 3 relevant California Labor Code provisions listed herein only if permitted by the
- 4 PAGA statute, pursuant to Labor Code section 2699(a); and
- 5 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
- 6 violations without a civil penalty recoverable under the PAGA, all in the default
- 7 amounts provided by Labor Code section 2699(f).

8 207. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,

9 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

10

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF and

13 Class Members and Aggrieved Employees as follows:

- 14 1. For an order that the action be certified as a class action;
- 15 2. For an order that PLAINTIFF be appointed as class representative;
- 16 3. For an order that counsel for PLAINTIFF be appointed as class counsel;
- 17 4. For compensatory damages according to proof;
- 18 5. For liquidated damages according to proof;
- 19 6. For penalties according to proof;
- 20 7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully
- 21 withheld from PLAINTIFF and the Class Members;
- 22 8. For an order finding DEFENDANTS have engaged in unfair competition in violation of
- 23 section 17200, *et seq.*, of the California Business and Professions Code;
- 24 9. For an order enjoining DEFENDANTS from further acts of unfair competition;
- 25 10. For pre-judgment interest as permitted by law;
- 26 11. For attorney's fees and costs reasonably incurred;
- 27 12. For civil penalties under Labor Code Section 2699; and

1 13. For such other and further relief that the Court deems just and proper.

2
3 Dated: May 9, 2025

CROSNER LEGAL, PC

4 By: 
5 Chad Saunders, Esq.
6 Brandon Brouillette, Esq.
7 Zachary M. Crosner, Esq.
8 Attorneys for Plaintiff
9 MARIA MAGDALENA AVILA

10 **DEMAND FOR JURY TRIAL**

11 PLAINTIFF demands a trial by jury on all claims so triable.

12 Dated: May 9, 2025

CROSNER LEGAL, PC

13 By: 
14 Chad Saunders, Esq.
15 Brandon Brouillette, Esq.
16 Zachary M. Crosner, Esq.
17 Attorneys for Plaintiff
18 MARIA MAGDALENA AVILA
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PROOF OF SERVICE
MARIA ÁVILA V. LAKESIDE ORGANIC GARDENS, LLC ET AL.
Santa Cruz Superior Court Case No. 24CV00507

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On May 9, 2025, I served true copies of the following document(s) described as
FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT
on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ **BY E-MAIL:** Based on an agreement of the parties to accept electronic service by e-mail or a request by the party or parties who have appeared and are represented by counsel identified above for e-service, I caused the documents to be sent to the person(s) at the e-mail address(es) listed above in keeping with California Code of Civil Procedure Section §1010.6 and Pursuant to CRC 2.251 (C)(3). The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful, to the addressees as stated above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on May 9, 2025, at Los Angeles, California.



Jessica Ball

SERVICE LIST

MARIA ÁVILA V. LAKESIDE ORGANIC GARDENS, LLC ET AL.
Santa Cruz Superior Court Case No. 24CV00507

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