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SUPERIOR COURT,
COUNTY OF LAKE
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Attorneys for Plaintiff SALINDA LAMAR,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE

SALINDA LAMAR, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

WYNDHAM VACATION RESORTS, INC., a
Delaware corporation; WYNDHAM
DESTINATIONS, an entity of unknown form;
WYNDHAM VACATION OWNERSHIP, an
entity of unknown form; WYNDHAM
VACATION OWNERSHIP INC., an entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV426886

CLASS ACTION

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et*
seq. and 246;
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5
10. Violation of Labor Code § 221;
11. Failure to Pay Wages Due, Negotiable,
and Payable in Cash on Demand Under
Labor Code §§ 212 and 225.5;
12. Penalties Pursuant to Labor Code § 203; and
13. Violation of Business & Professions Code §
17200 *et seq.*; and
14. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1 Plaintiff SALINDA LAMAR, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants WYNDHAM
8 VACATION RESORTS, INC., a Delaware corporation; WYNDHAM DESTINATIONS, an
9 entity of unknown form; WYNDHAM VACATION OWNERSHIP, an entity of unknown form;
10 WYNDHAM VACATION OWNERSHIP INC., an entity of unknown form; and DOES 1 through
11 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
12 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
13 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
14 and seeks redress therefore.

15 2. Plaintiff is a resident of California and during the time period relevant to this
16 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
17 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
18 worked for Defendants in Lake County, and in other nonexempt positions, throughout California
19 and, and consistently worked at Defendants’ behest without being paid all wages due. More
20 specifically, Plaintiff and the other similarly situated Class members were employed by
21 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
22 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
23 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
24 subjected to the same policies and practices, and (3) endured similar violations at the hands of
25 Defendants as the other Employee Class members who served in similar and related positions.

26 3. Defendants required Plaintiff and the Employees in the Class to perform work
27 while remaining under Defendants’ control before and after being on the clock for their daily work
28 shift. Defendants thus failed to pay Plaintiff and the Class members for all hours worked and

1 provided them with inaccurate wage statements that prevented Plaintiff and the Class from
2 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
3 with lawful meal and rest periods, as employees were not provided with the opportunity to take
4 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

5 THE PARTIES

6 A. The Plaintiff

7 4. Plaintiff SALINDA LAMAR has resided in California and during the time period
8 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
9 the State of California.

10 B. The Defendants

11 5. Defendant WYNDHAM VACATION RESORTS, INC. is a Delaware corporation
12 with its principle executive offices in Orlando, Florida and has been listed as the employer on
13 Plaintiff's paystubs during the relevant time period. WYNDHAM VACATION RESORTS, INC.
14 does not list a California address with the California Secretary of State, but upon information and belief
15 employs Plaintiff and the Class members in Lake County, including at Defendants' offices and
16 facilities in Nice, California, and throughout California and conducts business throughout
17 California.

18 6. Defendant WYNDHAM DESTINATIONS is an entity of unknown form with its
19 principle executive offices in Orlando, Florida and has been listed as the employer on Plaintiff's
20 paystubs during the relevant time period. WYNDHAM DESTINATIONS does not list a
21 California address with the California Secretary of State, but upon information and belief, employs
22 Plaintiff and the Class members in Lake County, including at Defendants' offices and facilities in
23 Nice, California, and throughout California and conducts business throughout California.

24 7. Defendant WYNDHAM VACATION OWNERSHIP is an entity of unknown form
25 with its principle executive offices in Orlando, Florida and has been listed as the employer on
26 Plaintiff's paystubs during the relevant time period. WYNDHAM VACATION OWNERSHIP
27 does not list a California address with the California Secretary of State, but upon information and
28 belief, employs Plaintiff and the Class members in Lake County, including at Defendants' offices

1 and facilities in Nice, California, and throughout California and conducts business throughout
2 California.

3 8. Defendant WYNDHAM VACATION OWNERSHIP INC. is an entity of unknown
4 form with its principle executive offices in Orlando, Florida and has been listed as the employer
5 on Plaintiff's W2s during the relevant time period. WYNDHAM VACATION OWNERSHIP
6 INC. does not list a California address with the California Secretary of State, but upon information
7 and belief, employs Plaintiff and the Class members in Lake County, including at Defendants'
8 offices and facilities in Nice, California, and throughout California and conducts business
9 throughout California.

10 9. The true names and capacities, whether individual, corporate, associate, or
11 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
12 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
13 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
14 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
15 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
16 this Complaint to reflect the true names and capacities of the Defendants designated herein as
17 Does 1 through 50 when their identities become known.

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

27 **JURISDICTION AND VENUE**

28 11. This Court has jurisdiction over this Action pursuant to California Code of Civil

1 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
2 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
3 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
4 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
5 obligations and liabilities giving rise to this lawsuit occurred at least in part in Lake County and
6 Defendants maintain and operate company offices and facilities in Lake County, and employ
7 Plaintiff and other Class members in Lake County and throughout California.

8 **FACTUAL BACKGROUND**

9 12. The Employees who comprise the Class and Collective, including Plaintiff, are
10 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
11 Employees who work in nonexempt positions at the direction of Defendants in the State of
12 California. Plaintiff and the Class members were either not paid by Defendants for all hours
13 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
14 Plaintiff and Employees were not paid for the time that they worked “pre-shift” by undergoing
15 temperature checks, waiting in line to clock in, and folding laundry and assisting guests. Plaintiff
16 and Employees were also not paid for the time they worked “post-shift” helping guests and
17 waiting for the next shift to arrive after clocking out. In addition, Plaintiff and Employees worked
18 off-the-clock answering Slack and Teams messages. Plaintiff also contends that Defendants failed
19 to pay Plaintiff and the Class members all wages due and owing, failed to provide meal and rest
20 breaks, failed to furnish accurate wage statements, all in violation of various provisions of the
21 California Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiff and
22 Employees nondiscretionary commissions, incentive pay, shift differentials, and/or
23 nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate
24 all remunerations, including nondiscretionary commissions, incentive pay, shift differentials,
25 and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
26 calculating the overtime wage rate. Therefore, during times when Plaintiff and Employees worked
27 overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or
28 nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime

1 rate than required. Lastly, Defendants failed to incorporate the prevailing wage rate into the
2 regular rate of pay used to calculate and pay for overtime and double time pay.

3 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
4 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
5 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
6 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
7 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
8 regular rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to
9 incorporate the prevailing wage rate into the regular rate of pay used to calculate sick pay.
10 Therefore, during times when Plaintiff and Employees worked overtime and received
11 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
12 prevailing wages, Defendants failed to pay all sick pay by paying a lower overtime rate than
13 required.

14 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
16 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
17 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
18 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
19 regular rate of pay for purposes of calculating vacation pay. Additionally, Defendants failed to
20 incorporate the prevailing wage rate into the regular rate of pay used to calculate vacation pay.
21 Therefore, during times when Plaintiff and Employees worked overtime and received
22 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
23 prevailing wages, Defendants failed to pay all vacation pay by paying a lower overtime rate than
24 required.

25 15. During the course of Plaintiff and the Class members' employment with
26 Defendants, they were not paid all wages they were owed, including for all work performed and
27 for all overtime hours worked and were forced to work during their meal and rest breaks.
28

1 16. Throughout the course of Plaintiff and the Class members' employment with
2 Defendants, they were required to work during their meal and rest breaks which were not
3 compensated by Defendants in violation of the California Labor Code. Plaintiff and the Class
4 members were also not paid regular wages and overtime for the time they were required to
5 comply with other requirements imposed upon them, which they had to complete while working
6 through their meal and rest breaks and without compensation. As a result, Plaintiff and the Class
7 members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
8 but they were not paid at the appropriate overtime rate for all such hours, including by being
9 required to perform work duties and tasks without pay and while off-the-clock. As a result,
10 Plaintiff and the Class members worked substantial overtime hours during their employment with
11 Defendants for which they were not compensated, in violation of the California Labor Code,
12 applicable IWC Wage Orders.

13 17. As a result of the above described demands and pressures to work through breaks,
14 and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members
15 were not properly paid for all wages earned and for all wages owed to them by Defendants,
16 including when working more than eight (8) hours in any given day and/or more than forty (40)
17 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
18 Class members incurred overtime hours worked for which they were not adequately and
19 completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and the
20 Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
21 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
22 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
23 Labor Code, applicable IWC Wage Orders.

24 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
25 continuing to the present, Defendants had a consistent policy or practice of failing to pay
26 Employees for all hours worked and failing to pay minimum wage for all time worked as required
27 by California Law.

28 19. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants had a consistent policy or practice of failing to pay
2 Employees overtime compensation at premium overtime rates for all hours worked in excess of
3 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
4 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
5 sections of IWC Wage Orders.

6 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
8 hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes
9 and shifts in excess of ten (10) hours without providing them with second meal periods of not less
10 than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of wages at
11 each Employee’s effective regular rate of pay, for each meal period that Defendants failed to
12 provide or deficiently provided. Defendants also had a policy and/or practice whereby, Plaintiff
13 and Employees were required to combine their meal and rest breaks and take and record one, fifty-
14 minute break.

15 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
16 present, Defendants have failed to provide Employees with paid rest breaks of not less than ten
17 (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant pay
18 Employees premium pay for each day on which requisite rest breaks were not provided or were
19 deficiently provided at one hour of wages at each Employee’s effective regular rate of pay, for
20 each rest period that Defendants failed to provide or deficiently provided.

21 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
22 continuing to the present, Defendants have consistently failed to provide Employees with timely,
23 accurate, and itemized wage statements as required by California wage-and-hour laws.
24 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
25 correct overtime wages based on proper regular rate calculations that included nondiscretionary
26 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the
27 total amount of compensation of their Employees. The wage statements given to Class Members
28 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and

1 pay for overtime, double time, sick pay, vacation pay, and meal and rest break premiums.
2 Furthermore, Employees' wage statements did not include: the total hours worked in violation of
3 Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect
4 during the pay period and the corresponding number of hours worked at each such rate in violation
5 of Labor Code § 226 (a)(9). Moreover, the wage statements given to Employees by Defendants
6 failed to accurately account for wages, overtime, and premium pay for deficient meal periods and
7 rest breaks all of which Defendants knew or reasonably should have known were owed to
8 Employees, as alleged hereinabove. Furthermore, the wage statements given to Plaintiffs and
9 Class members failed to accurately specify the name and address of the employer as required
10 under the law as the wage statements provided to Plaintiffs and Class members name an entity that
11 is not registered with the California Secretary of State's Office despite the fact all businesses that
12 wish to conduct business in California need to register with the California Secretary of State's
13 Office. The wage statements provided to Employees were confusing and required Employees to
14 engage in discovery and refer to outside sources to verify whether their pay was correct,
15 potentially resulting in a miscalculation by the Employees.

16 23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
17 continuing to the present, Defendants have consistently failed to provide Employees with timely,
18 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

19 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
20 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
21 performance of their job duties for Defendants including, but not limited to, the cost of cellphone
22 and tools, including pens and binders, which were necessary to perform their duties under
23 Defendants' employ in violation of Labor Code § 2802.

24 25. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
25 continuing to the present, Defendants have consistently failed to keep accurate time and wage
26 records as required by California wage-and-hour laws.

27 26. Additionally, from at least four (4) years prior to filing of this lawsuit and
28 continuing to the present, Defendants have unlawfully collected/received wages from Employees

1 in violation of Labor Code § 221.

2 27. Additionally, from at least four (4) years prior to filing of this lawsuit and
3 continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur
4 and owed to Employees at the time of their termination or within seventy-two (72) hours of their
5 resignation, as required by California wage-and-hour laws.

6 28. Defendants failed to pay Plaintiff and Class members with an order, check, draft,
7 note, memorandum, or other acknowledgment of indebtedness that was payable on demand
8 without discount at some established place of business in the state. Defendants' issued pay cards
9 to Plaintiff and Class members for wages earned. These cards were useable for a fee, were not
10 fully cashable, were not usable at all financial institutions, and did not have a provision for use and
11 payment in California at no cost to the employee. Therefore, Defendants failed to provide Plaintiff
12 and Class members with checks, drafts, notes, memoranda, or other acknowledgments of
13 indebtedness that were payable on demand without discount as required by Labor Code § 212.

14 29. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
15 Code §§ 201, 202, 203, 204, 212, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 245 *et seq.*,
16 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et*
17 *seq.*, and 2802.

18 30. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
19 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
20 enjoyed from their violations of Labor Code.

21 **CLASS ALLEGATIONS**

22 31. Plaintiff brings this class action on behalf of herself and all others similarly situated
23 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
24 all individuals employed by Defendants within the State of California at any time within four (4)
25 years of the filing of this lawsuit.

26 32. Further, Plaintiff seeks to represent the following Subclasses composed of and
27 defined as follows:

28 a. Subclass 1. Minimum Wages Subclass. All Class members who were not

1 compensated for all hours worked for Defendants at the applicable minimum wage.

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

5 c. Subclass 3. Vacation Wages Subclass. All Class members who were not
6 compensated at the Employee's regular rate of pay for their vacation wages.

7 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at
8 the Employee's regular rate of pay for their sick pay wages.

9 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
11 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

12 f. Subclass 6. Rest Break Subclass. All Class members who were subject to
13 Defendants' policy and/or practice of failing to authorize and permit Employees to take
14 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
15 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

16 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
17 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
18 by California wage-and-hour laws.

19 h. Subclass 8. Wage Statement Subclass. All Class members who, within the
20 applicable limitations period, were not provided with accurate itemized wage statements.

21 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
22 members who were subject to Defendants' failure to reimburse for expenses necessarily incurred
23 in the performance of Employees job duties for Defendants.

24 j. Subclass 10. Unauthorized Deductions from Wages Subclass. All Class members
25 who were subject to Defendants' policy and/or practice of automatically deducting wages from
26 Employee's pay checks.

27 k. Subclass 11. Pay Card Subclass. All Class members employed by Defendants in
28 California who were paid by pay card (or similar means) at any time during the relevant time

1 period.

2 1. Subclass 12. Termination Pay Subclass. All Class members who, within the
3 applicable limitations period, either voluntarily or involuntarily separated from their employment
4 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
5 termination.

6 m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a
7 result of Defendants' business acts and practices, to the extent such acts and practices are found to
8 be unlawful, deceptive, and/or unfair.

9 33. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
10 modify the class description with greater particularity or further division into subclasses or
11 limitation to particular issues.

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

15 **A. Numerosity**

16 35. The potential members of the class as defined are so numerous that joinder of all
17 the member of the class is impracticable. While the precise number of class members has not been
18 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
19 time period relevant to this lawsuit, employed more than 100 individuals within the State of
20 California.

21 36. Accounting for employee turnover during the relevant time period increases this
22 number substantially. Plaintiff alleges that Defendants' employment records will provide
23 information as to the number and location of all class members.

24 **B. Commonality**

25 37. There are questions of law and fact common to the class that predominate over any
26 questions affecting only individual class members. These common questions of law and fact
27 include:

28 a. Whether Defendants failed to pay Employees minimum wages;

- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants failed to reimburse Employees for necessary business expenses;
- k. Whether Defendants violated Labor Code § 221 by automatically deducting/collecting wages from Employees;
- l. Whether Defendants failed to pay wages due, negotiable, and payable in cash on demand;
- m. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

///

1 **C. Typicality**

2 38. The claims of the named plaintiff are typical of those of the other Employees.
3 Employees all sustained injuries and damages arising out of and caused by Defendants' common
4 course of conduct in violation of statutes, as well as regulations that have the force and effect of
5 law, as alleged herein.

6 **D. Adequacy of Representation**

7 39. Plaintiff will fairly and adequately represent and protect the interest of Employees.
8 Counsel who represents Employees are experienced and competent in litigating employment class
9 actions.

10 **E. Superiority of Class Action**

11 40. A class action is superior to other available means for the fair and efficient
12 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
13 questions of law and fact common to all Employees predominate over any questions affecting only
14 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
15 Defendants' illegal policies or practices of failing to compensate Employees properly.

16 41. Class action treatment will allow those persons similarly situated to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(Against All Defendants)**

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

24 43. Defendants failed to pay Employees minimum wages for all hours worked.
25 Defendants had a consistent policy of misstating Employees time records and failing to pay
26 Employees for all hours worked. Employees would work hours and not receive wages, including
27 as alleged above in connection with working during meal breaks; working "pre-shift without
28 compensation by undergoing temperature checks, waiting in line to clock in, and folding laundry

1 and assisting guests; working post-shift by assisting guests and coworkers after clocking out and
2 waiting for the next shift to arrive after clocking out; and otherwise working off-the-clock by
3 answering Slack and Teams messages. Additionally, Defendants had a policy of failing to pay
4 Employees for hours worked during alleged meal periods for which Employees were denied, as
5 also addressed herein. Defendants thus regularly failed to pay minimum wages to Plaintiff and
6 Class members. Moreover, Defendants did not pay Plaintiff and Employees at the applicable
7 minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour
8 practices manifested, without limitation, applicable to the Class as a whole, as a result of
9 implementing a uniform policy and practice that denied accurate compensation to Plaintiff and
10 the other members of the Class as to minimum wage pay.

11 44. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
12 states:

13 The minimum wage for employees fixed by the commission is the
14 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

15 45. The applicable minimum wages fixed by the commission for work during the
16 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
17 therefore entitled to double the minimum wage during the relevant period.

18 46. The minimum wage provisions of California Labor Code are enforceable by private
19 civil action pursuant to California Labor Code § 1194(a) which states:

20 Notwithstanding any agreement to work for a lesser wage, any
21 employee receiving less than the legal minimum wage or the legal
22 overtime compensation applicable to the employee is entitled to
23 recover in a civil action the unpaid
balance of the full amount of this minimum wage or overtime
compensation, including interest thereon, reasonable attorney's
fees and costs of suit.

24 47. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
25 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

26 48. California Labor Code § 1194.2 also provides for the following remedies:

27 In any action under Section 1194 . . . to recover wages because of
28 the payment of a wage less than the minimum wages fixed by an
order of the commission, an employee shall be entitled to recover

liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

50. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

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

52. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock working "pre-shift" without compensation by undergoing temperature checks, waiting in line to clock in, and folding laundry and assisting guests; working post-shift by assisting guests and coworkers after clocking out and waiting for the next shift to arrive after clocking out; and otherwise working off-the-clock by answering Slack and Teams messages. Employees regularly worked over 8 hours on a given day without receiving overtime compensation.

53. Furthermore, on information and belief, Defendants did not pay Plaintiff and

1 Employees the correct overtime rate for the recorded overtime hours that they generated. In
2 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
3 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
4 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
5 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the
6 calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
7 Additionally, Defendants failed to incorporate the prevailing wage rate into the regular rate of
8 pay used to calculate and pay for overtime and double time pay overtime pay, double pay, sick
9 pay, vacation pay, and meal and rest break premiums.

10 54. Therefore, during times when Plaintiff and Employees worked overtime and
11 received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
12 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
13 required.

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

20 56. Employees have been damaged by these violations of California Labor Code §§
21 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

22 57. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
23 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
24 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
25 reasonable attorneys' fees and costs.

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1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 59. Employees regularly worked shifts greater than five (5) hours and greater than ten
7 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
8 more than five (5) hours without providing him or her with a meal period of not less than thirty
9 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
10 meal period of not less than thirty (30) minutes.

11 60. Defendants failed to provide Employees with compliant meal periods as required
12 under the Labor Code. Employees were required to work through their meal periods which they
13 were denied. Employees were also required to take meal periods after working well beyond the
14 five (5) hour shifts or were interrupted. Furthermore, Employees were regularly required to work
15 for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
16 meal period as required by law.

17 61. Moreover, Defendants failed to compensate Employees for each meal period not
18 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
19 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
20 employee a meal period in accordance with this section, the employer shall pay the employee one
21 hour of pay at the employee's regular rate of compensation for each workday that the meal period
22 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
23 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
24 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
25 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
26 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

27 62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
28 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal

1 period not provided or deficiently provided, a sum to be proven at trial.

2 **FOURTH CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

7 64. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
8 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
9 not less than ten (10) minutes for each consecutive four (4) hour shift.

10 65. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
11 not less than ten (10) minutes for each consecutive four (4) hour shift.

12 66. Moreover, Defendants failed to compensate Employees for each rest period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
14 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
15 accordance with this section, the employer shall pay the employee one hour of pay at the
16 employee's regular rate of compensation for each workday that the rest period is not provided.
17 Defendants failed to compensate the Employees in the Class for each rest period not provided or
18 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
19 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
20 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
21 or by otherwise incorrectly calculating the regular rate.

22 67. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
23 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
24 worked without the required rest breaks, a sum to be proven at trial.

25 **FIFTH CAUSE OF ACTION**

26 **FAILURE TO PAY VACATION WAGES**

27 **(Against All Defendants)**

28 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 69. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
3 employment policy provides for paid vacation and an employee is terminated without having
4 taken off his vested vacation time, all vested vacation shall be paid to her as wages at her final rate
5 in accordance with said contract of employment or policy respecting eligibility or time served.

6 70. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
7 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
8 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.
9 Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to
10 calculate and pay vacation wages.

11 71. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
12 Code § 227.3.

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**

15 **(Against All Defendants)**

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

18 73. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
19 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
20 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
21 with the pay calculation under California Labor Code § 246(1).

22 74. Defendants paid nondiscretionary commissions, incentive pay, shift differentials,
23 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
24 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants
25 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
26 pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used
27 according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick
28 leave to Employees at a lower rate, in violation of the law.

1 75. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
2 Code §§ 245 *et seq.* and 246.

3 **SEVENTH CAUSE OF ACTION**
4 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
5 **IN VIOLATION OF LABOR CODE § 2802**
6 **(Against All Defendants)**

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

9 77. Under Labor Code § 2802(a), an employer must indemnify its employees for all
10 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
11 of his or her duties, or of his or her obedience to the directions of the employer.

12 78. Employees incurred necessary expenditures in the performance of their job duties
13 for Defendants, namely the cost of cellphone usage and tools, including but not limited to pens
14 and binders, which were necessary to perform their duties under Defendants' employ. From four
15 (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants
16 consistently failed to reimburse Employees for these necessarily incurred business expenses.

17 79. As a result of the unlawful acts of Defendants, Employees have been deprived of
18 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
19 plus interest and penalties thereon, attorneys' fees, and costs.

20 **EIGHTH CAUSE OF ACTION**
21 **VIOLATION OF LABOR CODE § 226(a)**
22 **(Against All Defendants)**

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

25 81. California Labor Code § 226(a) requires an employer to furnish each of his or her
26 employees with an accurate, itemized statement in writing showing the gross and net earnings,
27 total hours worked, and the corresponding number of hours worked at each hourly rate; these
28 statements must be appended to the detachable part of the check, draft, voucher, or whatever else

1 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
2 statements may be given to the employee separately from the payment of wages; in either case the
3 employer must give the employee these statements twice a month or each time wages are paid.

4 82. Defendants failed to provide Employees with accurate itemized wage statements in
5 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
6 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
7 periods and rest breaks, all of which Defendants knew or reasonably should have known were
8 owed to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative
9 obligation to keep accurate records of the correct overtime wages based on proper regular rate
10 calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or
11 nondiscretionary bonuses earned, and the total amount of compensation of their Employees. The
12 wage statements given to Class Members by Defendants also failed incorporate the prevailing
13 wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay,
14 vacation pay, and meal and rest break premiums. Moreover, Employees' wage statements did not
15 include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set
16 forth all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each such rate in violation of Labor Code § 226 (a)(9). Furthermore, the wage
18 statements given to Plaintiffs and Class members failed to accurately specify the name and address
19 of the employer as required under the law as the wage statements provided to Plaintiffs and Class
20 members name an entity that is not registered with the California Secretary of State's Office
21 despite the fact all businesses that wish to conduct business in California need to register with the
22 California Secretary of State's Office. The wage statements provided to Employees were
23 confusing and required Employees to engage in discovery and refer to outside sources to verify
24 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

25 83. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
26 Employees suffered injuries, including among other things confusion over whether they received
27 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
28 forcing them to make mathematical computations to analyze whether the wages paid in fact

1 compensated them correctly for all hours worked.

2 84. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
3 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
4 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
5 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
6 award of costs and reasonable attorneys' fees.

7 85. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
8 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
9 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
10 employee for each pay period.

11 86. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
12 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
13 shown according to proof.

14 **NINTH CAUSE OF ACTION**

15 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**

16 **AND 1174.5**

17 **(Against All Defendants)**

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

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

24 89. During the course of Plaintiff's and Employees' employment, Defendants
25 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
26 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
27 overtime, and premium pay as discussed above.

28 90. Accordingly, Defendants are liable for civil penalties pursuant to the California

1 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

2 **TENTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 221**

4 **(Against All Defendants)**

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

7 92. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
8 receive from an employee any part of wages theretofore paid by said employer to said
9 employee.” Defendants unlawfully received and/or collected wages from employees.

10 93. As a direct and proximate cause of the unauthorized deductions, Employees have
11 been damages, in an amount to be determined at trial.

12 **ELEVENTH CAUSE OF ACTION**

13 **FAILURE TO PAY WAGES DUE, NEGOTIABLE, AND PAYABLE IN CASH ON**

14 **DEMAND UNDER LABOR CODE §§ 212 and 225.5**

15 **(Against All Defendants)**

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

18 95. Labor Code § 212 states that no employer “shall issue in payment of wages due ...
19 any order, check, draft, note, memorandum, or other acknowledgement of indebtedness, unless it
20 is negotiable and payable in cash, on demand, without discount, at some established place of
21 business in the state.”

22 96. Defendants failed to pay Plaintiff and Class members with an order, check, draft,
23 note, memorandum, or other acknowledgment of indebtedness that was payable on demand,
24 without discount at some established place of business in the state. Defendants issued pay cards to
25 Plaintiff and Class members for wages earned. These pay cards were useable for a fee and did not
26 have a provision for use and payment in California at no cost to the employee. The pay cards
27 provided to Plaintiff and Class members required Plaintiff and class Members to incur fees, were
28 not fully cashable, and were not usable at all financial institutions. Therefore, Defendants failed to

1 provide Plaintiff and Class members with checks, drafts, notes, or other acknowledgments of
2 indebtedness that were payable on demand without discount as required by Labor Code § 212.

3 97. Pursuant to Labor Code §§ 212 and 225.2, Defendants are liable for civil penalties
4 including one hundred dollars (\$100) for the initial violation for each failure to pay each employee
5 pursuant to section 212, two hundred and fifty dollars (\$250) for each subsequent violation for
6 each failure to pay each employee pursuant to section 212, plus 25% of the amount unlawfully
7 withheld. Such a pattern, practice, and uniform administration of corporate policy regarding illegal
8 employee compensation as described herein is unlawful and creates an entitlement to recovery by
9 Plaintiff and Class members in a civil action for damages and wages owed and for costs and
10 attorneys' fees.

11 98. Plaintiff is seeking penalties against Defendants under Labor Code § 212, and any
12 other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown
13 according to proof.

14 **TWELFTH CAUSE OF ACTION**
15 **VIOLATION OF LABOR CODE § 203**
16 **(Against All Defendants)**

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

19 100. Numerous Employees are no longer employed by Defendants; they either quit
20 Defendants' employ or were fired therefrom.

21 101. Defendants failed to pay these Employees all wages due and certain at the time of
22 termination or within seventy-two (72) hours of resignation.

23 102. The wages withheld from these Employees by Defendants remained due and owing
24 for more than thirty (30) days from the date of separation of employment.

25 103. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
26 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
27 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
28 to thirty (30) days from the date they were due.

1 **THIRTEENTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

3 **(Against All Defendants)**

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

6 105. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
7 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
8 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
9 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
10 meaning of Code of Civil Procedure § 1021.5.

11 106. Plaintiff is a “person” within the meaning of Business & Professions Code
12 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
13 relief, restitution, and other appropriate equitable relief.

14 107. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
15 business practices.

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

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

110. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

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

112. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

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

FOURTEENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.

(Against All Defendants)

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

115. Plaintiff and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

116. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 212, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1199, 2698, 2699, *et seq.*, and

1 2802.

2 117. The penalties shall be allocated as follows: 65% to the Labor and Workforce
3 Development Agency (LWDA) and 35% to the affected employee.

4 118. Employees also seek any and all penalties and remedies set forth in Labor Code §
5 558, which states:

6 (a) Any employer or other person acting on behalf of an employer who
7 violates, or causes to be violated, a section of this chapter or any provision
8 regulating hours and days of work in any order of the Industrial Welfare
9 Commission shall be subject to a civil penalty as follows: (1) For any initial
10 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
11 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

12 (b) If upon inspection or investigation the Labor Commissioner determines that
13 a person had paid or caused to be paid a wage for overtime work in violation of any
14 provision of this chapter, or any provision regulating hours and days of work in any
15 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
16 citation. The procedures for issuing, contesting, and enforcing judgments for
citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

17 (c) The civil penalties provided for in this section are in addition to any other
18 civil or criminal penalty provided by law.

19 119. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
20 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
21 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
22 for each violation in a subsequent citation, for which the employer fails to provide the employee a
23 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
24 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

25 120. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
26 LWDA and Defendants postmarked on March 28, 2025. The LWDA has not provided notice of its
27 intent to investigate the alleged violations within 65 calendar days of the postmark date of the
28

1 letters.

2 **RELIEF REQUESTED**

3 WHEREFORE, Plaintiff prays for the following relief:

- 4 1. For an order certifying this action as a class action;
- 5 2. For compensatory damages in the amount of the unpaid minimum wages for work
6 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
7 the filing of this action, as may be proven;
- 8 3. For liquidated damages in the amount equal to the unpaid minimum wage and
9 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 10 4. For compensatory damages in the amount of the hourly wage made by Employees
11 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
12 years prior to the filing of this action, as may be proven;
- 13 5. For compensatory damages in the amount of the hourly wage made by Employees
14 for each day requisite rest breaks were not provided or were deficiently provided and where no
15 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
16 be proven;
- 17 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 18 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 19 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
20 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 21 9. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 22 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 23 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 24 12. For penalties pursuant to Labor Code § 225.5, as may be proven;
- 25 13. For restitution for unfair competition pursuant to Business & Professions Code
26 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 27 14. For restitution and/or damages for all amounts unlawfully withheld from the wages
28 for all class members in violation of Labor Code § 221, as may be proven;

- 1 15. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 2 16. For compensatory damages in the amount of all previously unreimbursed business
- 3 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
- 4 from four (4) years prior to the original filing of this action, as may be proven;
- 5 17. For an order enjoining Defendants and their agents, servants, and employees, and
- 6 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
- 7 duties adumbrated in this Complaint;
- 8 18. For all general, special, and incidental damages as may be proven;
- 9 19. For an award of pre-judgment and post-judgment interest;
- 10 20. For an award providing for the payment of the costs of this suit;
- 11 21. For an award of attorneys' fees; and
- 12 22. For such other and further relief as this Court may deem proper and just.

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16 DATED: August 25, 2025

D.LAW, INC.

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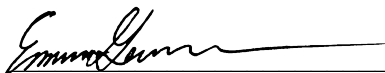
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By 
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
SALINDA LAMAR
and the putative class

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DATED: August 25, 2025

By 
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
SALINDA LAMAR
and the putative class

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

Kathy A. Le (SBN 279690)
Kathy.Le@jacksonlewis.com
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 JACKSON LEWIS P.C.
 200 Spectrum Center Drive, Suite 500
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[] **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

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

[X] (BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

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

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

Katheryn Perez