

1 Bevin Allen Pike (SBN 221936)  
Bevin.Pike@capstonelawyers.com  
2 Daniel S. Jonathan (SBN 262209)  
Daniel.Jonathan@capstonelawyers.com  
3 Trisha K. Monesi (SBN 303512)  
Trisha.Monesi@capstonelawyers.com  
4 Shealene P. Mancuso (SBN 331740)  
Shealene.Mancuso@capstonelawyers.com  
5 Capstone Law APC  
1875 Century Park East, Suite 1000  
6 Los Angeles, California 90067  
Telephone: (310) 556-4811  
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Natalie Soto

Electronically Filed  
Superior Court of California  
County of San Bernardino  
Rancho Cucamonga District  
7/10/2025 4:59 PM  
By: Sarena Perez, DEPUTY

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SAN BERNARDINO

13 NATALIE SOTO, individually, and on  
14 behalf of other members of the general  
15 public similarly situated and as an  
aggrieved employee pursuant to the Private  
Attorneys General Act ("PAGA"),

16 Plaintiff,

17 vs.

18 OVEREASY, INC., a California  
19 corporation; and DOES 1 through 10,  
20 inclusive,

21 Defendants.  
22  
23  
24  
25  
26  
27  
28

Case No.: CIVRS2502585

**FIRST AMENDED CLASS ACTION  
COMPLAINT & ENFORCEMENT  
ACTION UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE §§ 2698, ET  
SEQ.**

- (1) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (2) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (3) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (4) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (5) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11050 Subdivision 5(A) (Failure to Provide Reporting Time Pay);
- (6) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (7) Violation of California Business & Professions Code §§ 17200, *et seq.*

(Unlawful Business Practices); and  
(8) Violation of California Business &  
Professions Code §§ 17200, *et seq.* (Unfair  
Business Practices)

**Jury Trial Demanded**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Plaintiff Natalie Soto, individually and on behalf of all other members of the public  
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,  
3 alleges as follows:

#### 4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure  
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil  
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other  
8 current and former employees who worked for Defendants in California as non-exempt, hourly  
9 paid employees and received at least one wage statement and against whom one or more  
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision  
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)   
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,  
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court  
14 and will be established according to proof at trial. This Court has jurisdiction over this action  
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this  
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,  
17 penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either  
19 citizens of California, have sufficient minimum contacts in California, or otherwise  
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction  
21 over them by the California courts consistent with traditional notions of fair play and substantial  
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no  
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”  
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information  
25 and belief, two-thirds or more of the class members and Defendants are citizens of California  
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the  
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought  
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years  
2 on behalf of the same proposed class against Defendants asserting the same or similar factual  
3 allegations.

4 3. Venue is proper in this Court, because Defendants filed Statement of Information  
5 forms with the California Secretary of State designating a principal place of business in Rancho  
6 Cucamonga, County of San Bernardino, in accordance with California Corporations Code  
7 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because  
8 Defendants employ persons in this county, and thus a substantial portion of the transactions and  
9 occurrences related to this action occurred in this county.

#### 10 **THE PARTIES**

11 4. Plaintiff Natalie Soto is a resident of Pomona, in Los Angeles County, California.  
12 Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately  
13 September to November 2024. Plaintiff worked as a Cashier at Defendants' Corky's Kitchen  
14 & Bakery restaurant in Pomona, California. During her employment, Plaintiff typically worked  
15 3.5 to five (5) hours per day and two (2) to three (3) days per week. Plaintiff's primary job  
16 duties included, without limitation, taking customers' orders, answering phone calls, serving  
17 food, and bussing and cleaning tables.

18 5. OVEREASY, INC. was and is, upon information and belief, a California  
19 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged  
20 throughout this county and the State of California.

21 6. Plaintiff is unaware of the true names or capacities of the Defendants sued herein  
22 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the  
23 complaint and serve such fictitiously named Defendants once their names and capacities  
24 become known.

25 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10  
26 were the partners, agents, owners, or managers of OVEREASY, INC. at all relevant times.

27 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
28 acts and omissions alleged herein was performed by, or is attributable to, OVEREASY, INC.

1 and/or DOES 1 through 10 (collectively, “Defendants” or “OVEREASY”), each acting as the  
2 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other  
3 co-Defendants and was acting within the course and scope of such agency, employment, joint  
4 venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any  
5 and all Defendants were in accordance with, and represent, the official policy of Defendants.

6 9. At all relevant times, Defendants, and each of them, ratified each and every act  
7 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
8 and abetted the acts and omissions of each and all the other Defendants in proximately causing  
9 the damages herein alleged.

10 10. Plaintiff is informed and believes, and thereon alleges, that each of said  
11 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
12 omissions, occurrences, and transactions alleged herein.

### 13 **GENERAL ALLEGATIONS**

14 11. Defendants own a chain of 24-hour diner restaurants in California that operate  
15 under the name “Corky’s Kitchen & Bakery.” Upon information and belief, Defendants  
16 maintain a single, centralized Human Resources (“HR”) department at their company  
17 headquarters in Rancho Cucamonga, California, which is responsible for the recruiting and  
18 hiring of new employees, and communicating and implementing Defendants’ company-wide  
19 policies, including rest period policies, to employees throughout California.

20 12. In particular, Plaintiff and class members, on information and belief, received  
21 the same standardized documents and/or written policies. Upon information and belief, the  
22 usage of standardized documents and/or written policies, including new-hire documents,  
23 indicate that Defendants dictated policies at the corporate level and implemented them  
24 company-wide, regardless of their employees’ assigned locations or positions. Upon  
25 information and belief, Defendants set forth uniform policies and procedures in several  
26 documents provided at an employee’s time of hire.

27 13. Upon information and belief, Defendants maintain a centralized Payroll  
28 department at their company headquarters in Rancho Cucamonga, California, which processes

1 payroll for all non-exempt, hourly paid employees working for Defendants at their various  
2 locations in California, including Plaintiff and class members. Based upon information and  
3 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid  
4 employees in California, irrespective of their work locations. Upon information and belief,  
5 Defendants process payroll for departing employees in the same manner throughout the State  
6 of California, regardless of the manner in which each employee's employment ends.

7 14. Defendants continue to employ non-exempt or hourly paid employees in  
8 California.

9 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
10 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and  
11 advisors knowledgeable about California labor and wage law, employment and personnel  
12 practices, and about the requirements of California law.

13 16. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
14 should have known that Plaintiff and class members were entitled to rest periods in accordance  
15 with the California Labor Code and applicable IWC Wage Order or payment of one (1)  
16 additional hour of pay at their regular rates of pay when they were not authorized and permitted  
17 to take a compliant rest period and that Plaintiff and class members were not authorized and  
18 permitted to take compliant rest periods or provided with payment of one (1) additional hour of  
19 pay at their regular rates of pay when they were not authorized and permitted to take a compliant  
20 rest period.

21 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
22 should have known that Plaintiff and class members were entitled to receive complete and  
23 accurate wage statements in accordance with California law. In violation of the California  
24 Labor Code, Plaintiff and class members were not provided complete and accurate wage  
25 statements.

26 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
27 should have known that they had a duty to maintain accurate and complete payroll records in  
28 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,

1 knowingly, and intentionally failed to do so.

2 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
3 should have known that Plaintiff and class members were entitled to timely payment of all  
4 wages earned upon termination of employment. In violation of the California Labor Code,  
5 Plaintiff and class members did not receive payment of all wages due, including, but not limited  
6 to, rest period premium wages and/or reporting time pay, within permissible time periods.

7 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
8 should have known that Plaintiff and class members were entitled to timely payment of wages  
9 during their employment. In violation of the California Labor Code, Plaintiff and class members  
10 did not receive payment of all wages, including, but not limited to, rest period premium wages  
11 and/or reporting time pay, within permissible time periods.

12 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
13 should have known that Plaintiff and class members were entitled to receive all reporting time  
14 pay when Plaintiff and class members were required to report to work but were put to work for  
15 less than half of their usual or scheduled shift. In violation of the California Labor Code and  
16 applicable IWC Wage Order, Plaintiff and class members were not paid all reporting time pay.

17 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
18 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff  
19 and class members for all hours worked, and that Defendants had the financial ability to pay  
20 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
21 represented to Plaintiff and class members that they were properly denied wages, all in order to  
22 increase Defendants' profits.

### 23 **PAGA REPRESENTATIVE ALLEGATIONS**

24 23. At all times herein set forth, PAGA provides that any provision of law under the  
25 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and  
26 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the  
27 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by  
28 aggrieved employees in a civil action brought on behalf of themselves and other current or

former employees pursuant to procedures outlined in California Labor Code section 2699.3.

24. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as “any person who was employed by the alleged violator and personally suffered each of the violations alleged.”

25. Plaintiff and other current and former employees of Defendants are “aggrieved employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current or former employees and each of the alleged violations were committed against them.

26. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation (“LWDA Notice”) within sixty (60) calendar days of the postmark date of the aggrieved employee’s notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee’s notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

27. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- 1 (a) The aggrieved employee or representative shall give written notice by  
2 online filing with the LWDA and by certified mail to the employer of the  
3 specific provisions of the California Labor Code alleged to have been  
4 violated (other than those listed in Section 2699.5), including the facts  
5 and theories to support the alleged violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to  
7 2699.3(c) and any employer response to that notice shall be accompanied  
8 by a filing fee of seventy-five dollars (\$75).
- 9 (c) The employer may cure the alleged violation within thirty-three (33)  
10 calendar days of the postmark date of the notice sent by the aggrieved  
11 employee or representative. The employer shall give written notice  
12 within that period of time by certified mail to the aggrieved employee or  
13 representative and by online filing with the LWDA if the alleged violation  
14 is cured, including a description of actions taken, and no civil action  
15 pursuant to Section 2699 may commence. If the alleged violation is not  
16 cured within the 33-day period, the aggrieved employee may commence  
17 a civil action pursuant to Section 2699.

18 28. On March 25, 2025, Plaintiff provided written notice by online filing to the  
19 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor  
20 Code alleged to have been violated, including facts and theories to support the alleged  
21 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice  
22 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA  
23 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff  
24 PAGA Case Number LWDA-CM-1088306-25. A true and correct copy of Plaintiff's written  
25 notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

26 29. As of the filing date of this complaint, over 65 days have passed since Plaintiff  
27 sent the notice described above to the LWDA, and the LWDA has not responded that it intends  
28 to investigate Plaintiff's claims and Defendants have not cured the violations.

1           30.     Thus, Plaintiff has satisfied the administrative prerequisites under California  
2 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for  
3 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d),  
4 and 1198.

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

14           32.     Defendants, at all times relevant to this complaint, were employers or persons  
15 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’  
16 rights by violating various sections of the California Labor Code as set forth above.

17           33.     As set forth below, Defendants have violated numerous provisions of both the  
18 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage  
19 Order.

20           34.     Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.  
21 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the  
22 public interest as a private attorney general, seeks assessment and collection of civil penalties  
23 and injunctive relief for herself, all other aggrieved employees, and the State of California  
24 against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a),  
25 226.7, 512(a), 516, 1174(d), and 1198.

#### 26                                   **CLASS ACTION ALLEGATIONS**

27           35.     Plaintiff brings this action on her own behalf, as well as on behalf of each and all  
28 other persons similarly situated, and thus seeks class certification under California Code of Civil

1 Procedure section 382.

2 36. All claims alleged herein arise under California law for which Plaintiff seeks  
3 relief authorized by California law.

4 37. Plaintiff's proposed class consists of and is defined as follows:

5 All persons who worked for Defendants as non-exempt, hourly  
6 paid employees in California, within four years prior to the filing  
of the initial complaint until the date of trial ("Class").

7 38. Plaintiff's proposed subclass consists of and is defined as follows:

8 All persons who worked for Defendants as non-exempt, hourly  
9 paid employees in California and who received at least one wage  
statement within one (1) year prior to the filing of the initial  
10 complaint until the date of trial ("Subclass").

11 39. Members of the Class and Subclass are referred to herein as "class members."

12 40. Plaintiff reserves the right to redefine the Class and Subclass and to add  
13 additional subclasses as appropriate based on further investigation, discovery, and specific  
14 theories of liability.

15 41. There are common questions of law and fact as to class members that  
16 predominate over questions affecting only individual members, including, but not limited to:

- 17 (a) Whether Defendants failed to authorize and permit Plaintiff and class  
18 members to take rest periods;
- 19 (b) Whether Defendants provided Plaintiff and class members with complete  
20 and accurate wage statements as required by California Labor Code  
21 section 226(a);
- 22 (c) Whether Defendants maintained accurate payroll records as required by  
23 California Labor Code section 1174(d);
- 24 (d) Whether Defendants failed to pay earned rest period premium wages  
25 and/or reporting time pay due to Plaintiff and class members upon their  
26 discharge;
- 27 (e) Whether Defendants failed timely to pay rest period premium wages  
28 and/or reporting time pay due to Plaintiff and class members during their

employment;

- (f) Whether Defendants required Plaintiff and class members to report to work, but failed to provide them with work or provided them with less than half their usual or scheduled day's work, without properly compensating them as required by California Code of Regulations, Title 8, section 11050(5);
- (g) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (h) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

42. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member.

1 Plaintiff's attorneys, the proposed class counsel, are versed in the rules  
2 governing class action discovery, certification, and settlement. Plaintiff  
3 has incurred, and throughout the duration of this action, will continue to  
4 incur costs and attorneys' fees that have been, are, and will be necessarily  
5 expended for the prosecution of this action for the substantial benefit of  
6 each class member.

7 (d) Superiority: The nature of this action makes the use of class action  
8 adjudication superior to other methods. A class action will achieve  
9 economies of time, effort, and expense as compared with separate  
10 lawsuits, and will avoid inconsistent outcomes because the same issues  
11 can be adjudicated in the same manner and at the same time for the entire  
12 class.

13 (e) Public Policy Considerations: Employers in the State of California violate  
14 employment and labor laws every day. Current employees are often  
15 afraid to assert their rights out of fear of direct or indirect retaliation.  
16 Former employees are fearful of bringing actions because they believe  
17 their former employers might damage their future endeavors through  
18 negative references and/or other means. Class actions provide the class  
19 members who are not named in the complaint with a type of anonymity  
20 that allows for the vindication of their rights while simultaneously  
21 protecting their privacy.

## 22 **FIRST CAUSE OF ACTION**

### 23 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 24 **(Against all Defendants)**

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

27 44. At all relevant times herein set forth, the applicable IWC Wage Order and  
28 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class

members' employment by Defendants.

45. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

46. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

47. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. Defendants had a company-wide policy or practice of failing to schedule rest periods at all. On information and belief, Defendants also had a company-wide policy and/or practice understaffing their locations such there were too few employees on duty to handle the workload and attend to customers. Because Defendants did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing rest period coverage, and Plaintiff and/or class members were not always afforded uninterrupted 10-minute rest periods during shifts when they were entitled to receive rest periods. Defendants' failure to schedule rest periods entirely,

coupled with Defendants' failure to provide adequate rest period coverage, led to Plaintiff and class members not being authorized and permitted to take rest periods.

48. Furthermore, upon information and belief, during the relevant time period, Defendants maintained and implemented a company-wide on-premises rest period policy, which effectively required that Plaintiff and class members remain on the work premises during their rest periods. Because Plaintiff and class members were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, Defendants effectively maintained control over Plaintiff and class members during rest periods.

49. As a result of Defendants' practices and policies, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Plaintiff had to forgo her rest periods entirely due to the lack of coverage.

50. Defendants have also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for all missed rest periods. Accordingly, Defendants failed to authorize and permit all compliant rest periods and failed to pay the full rest period premiums due.

51. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

## **SECOND CAUSE OF ACTION**

### **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records (Against all Defendants)**

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

1           53.     At all relevant times herein set forth, California Labor Code section 226(a)  
2 provides that every employer shall furnish each of his or her employees an accurate and  
3 complete itemized wage statement in writing, including, but not limited to, the name and address  
4 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,  
5 and all applicable rates of pay.

6           54.     At all relevant times, Defendants have knowingly and intentionally provided  
7 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For  
8 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that  
9 fail to correctly list: gross wages earned; net wages earned; and all applicable hourly rates in  
10 effect during the pay period, including rates of pay for rest period premium wages, and the  
11 corresponding number of hours worked at each hourly rate. Specifically, Defendants violated  
12 sections 226(a)(1), 226(a)(5), and 226(a)(9).

13           55.     Because Defendants did not pay Plaintiff and Subclass members rest period  
14 premium wages for noncompliant rest periods, Defendants did not list the correct amount of  
15 gross wages and net wages earned by Plaintiff and Subclass members in compliance with  
16 sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to list the applicable  
17 hourly rates of pay in effect during the pay period namely, the rates of pay for rest period  
18 premium wages, in violation of section 226(a)(9).

19           56.     The wage statement deficiencies also include, among other things, failing to list  
20 the total hours worked by the employee; failing to list the number of piece-rate units earned and  
21 any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all  
22 deductions; failing to list the inclusive dates of the period for which employees were paid;  
23 failing to list the name of the employee and only the last four digits of his or her social security  
24 number or an employee identification number other than a social security number; and/or failing  
25 to list the name and address of the legal entity that is the employer.

26           57.     California Labor Code section 1174(d) provides that “[e]very person employing  
27 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees  
28 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the

1 plants or establishments at which employees are employed, payroll records showing the hours  
2 worked daily by and the wages paid to, and the number of piece-rate units earned by and any  
3 applicable piece rate paid to, employees employed at the respective plants or  
4 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),  
5 Defendants willfully failed to maintain accurate payroll records for Plaintiff and/or Subclass  
6 members showing all wages paid to them as a result of failing to record all wages owed,  
7 including rest period premium wages.

8 58. California Labor Code section 1198 provides that the maximum hours of work  
9 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set  
10 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment  
11 of any employees for longer hours than those fixed by the order or under conditions of labor  
12 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers  
13 are required to keep accurate records showing the total wages paid each payroll. During the  
14 relevant time period, Defendants engaged in company-wide practices and/or policies of failing  
15 to keep accurate records of total wages paid each payroll period as a result of failing to record  
16 all wages owed, including rest period premium wages for Plaintiff and/or Subclass members, in  
17 violation of section 1198.

18 59. Plaintiff and Subclass members are entitled to recover from Defendants the  
19 greater of their actual damages caused by Defendants’ failure to comply with California Labor  
20 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per  
21 employee.

### 22 **THIRD CAUSE OF ACTION**

#### 23 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 24 **Termination** 25 **(Against all Defendants)**

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

28 61. This cause of action is dependent upon, and wholly derivative of the rest period

1 premium wages and/or reporting time pay that were not timely paid to Plaintiff and those class  
2 members no longer employed by Defendants upon their termination.

3 62. At all times relevant herein set forth, Labor Code sections 201 and 202 provide  
4 that if an employer discharges an employee, the wages earned and unpaid at the time of  
5 discharge are due and payable immediately, and that if an employee voluntarily leaves his or  
6 her employment, his or her wages shall become due and payable not later than seventy-two (72)  
7 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his  
8 or her intention to quit, in which case the employee is entitled to his or her wages at the time of  
9 quitting.

10 63. Defendants willfully failed to pay Plaintiff and class members who are no longer  
11 employed by Defendants the earned and unpaid wages set forth above, including but not limited  
12 to, rest period premium wages and/or reporting time pay, either at the time of discharge, or  
13 within seventy-two (72) hours of their leaving Defendants' employ.

14 64. Defendants' failure to pay Plaintiff and class members who are no longer  
15 employed by Defendants their wages earned and unpaid at the time of discharge, or within  
16 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201  
17 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the  
18 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a  
19 thirty (30) day maximum pursuant to California Labor Code section 203.

#### 20 **FOURTH CAUSE OF ACTION**

#### 21 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 22 **Employment** 23 **(Against all Defendants)**

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

26 66. This cause of action is dependent upon, and wholly derivative of the rest period  
27 premium wages and/or reporting time pay that were not timely paid to Plaintiff and class  
28 members during their employment.

1           67.     At all times relevant herein set forth, Labor Code section 204 provides that all  
2 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)  
3 days, inclusive, of any calendar month, other than those wages due upon termination of an  
4 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of  
5 the month during which the labor was performed. Labor Code section 204 further provides that  
6 all wages earned by any person in any employment between the sixteenth (16th) and the last  
7 day, inclusive, of any calendar month, other than those wages due upon termination of an  
8 employee, are due and payable between the first (1st) and the tenth (10th) day of the following  
9 month.

10           68.     At all times relevant herein, Labor Code section 204 provides that all wages  
11 earned for labor in excess of the normal work period shall be paid no later than the payday for  
12 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section  
13 204 provides that the requirements of this section are deemed satisfied by the payment of wages  
14 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)  
15 calendar days following the close of the payroll period.

16           69.     During the relevant time period, Defendants willfully failed to pay Plaintiff and  
17 class members all wages due including, but not limited to, rest period premium wages and/or  
18 reporting time pay, within the time periods specified by California Labor Code section 204.

19           70.     Defendants' failure to pay Plaintiff and class members all wages due violates  
20 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from  
21 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

## 22                                   **FIFTH CAUSE OF ACTION**

### 23           **Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section** 24           **11050 Subdivision 5(A)—Failure to Provide Reporting Time Pay** 25           **(Against all Defendants)**

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

28           72.     California Labor Code section 1198 dictates that no employer may employ an

1 employee under conditions of labor that are prohibited by the applicable IWC Wage Order.  
2 California Labor Code section 1198 further requires that “. . . the standard conditions of labor  
3 fixed by the commission shall be the . . . standard conditions of labor for employees. The  
4 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

5 73. The applicable IWC Wage Order, California Code of Regulations, Title 8,  
6 section 11050(5)(A), provides that “[e]ach workday an employee is required to report for work  
7 and does report, but is not put to work or is furnished less than half said employee’s usual or  
8 scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work,  
9 but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s  
10 regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of  
11 the reporting time regulation” is “to guarantee at least partial compensation for employees who  
12 report to work expecting to work a specified number of hours, and who are deprived of that  
13 amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v.*  
14 *AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

15 74. During the relevant time period, Defendants violated California Labor Code  
16 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because  
17 Defendants failed to pay Plaintiff and class members reporting time pay when they reported to  
18 work for their usual or scheduled shift but were put to work for less than half of their usual or  
19 scheduled day’s work.

20 75. On information and belief, Defendants had a company-wide practice of sending  
21 Plaintiff and class members home early from their shifts, including before they had worked at  
22 least half of their usual or scheduled shift, but would not pay Plaintiff and class members for  
23 half of their usual or scheduled shift. For example, on at least four (4) occasions, when Plaintiff  
24 was scheduled to work a shift of 3.5 to five (5) hours, Defendants’ managers sent Plaintiff home  
25 about one (1) hour after the start of her shift because business was slow. However, on  
26 information and belief, Plaintiff was only paid for the time she had worked. Although Plaintiff  
27 and class members reported to work based on the schedule that was provided to them,  
28 Defendants would send them home before they worked at least half of their usual or scheduled

1 shifts. When this occurred, Defendants did not pay Plaintiff and class members for at least half  
2 of their scheduled day's work or the minimum reporting time pay.

3 76. Accordingly, Plaintiff and class members were not properly compensated with  
4 reporting time pay in violation of California Labor Code section 1198 and California Code of  
5 Regulations, Title 8, section 11050(5)(A). Plaintiff and class members are therefore entitled to  
6 recover from Defendants unpaid wages and interest.

7 **SIXTH CAUSE OF ACTION**

8 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

9 (Against all Defendants)

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

12 78. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil  
13 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section  
14 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.  
15 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil  
16 penalties for violations of those Labor Code sections not found in section 2699.5, including  
17 sections 226(a), 226.7, 512(a), and 516.

18 79. Defendants' conduct, as alleged herein, violates numerous sections of the  
19 California Labor Code, including, but not limited to, the following:

- 20 (a) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable  
21 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff  
22 and other aggrieved employees to take rest periods, as alleged herein;
- 23 (b) Violation of Labor Code sections 226(a) and 1198, and the applicable  
24 IWC Wage Order for failure to provide accurate and complete wage  
25 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 26 (c) Violation of Labor Code sections 1174(d) and 1198, and the applicable  
27 IWC Wage Order for failure to maintain payroll records, as alleged  
28 herein;

- 1 (d) Violation of Labor Code sections 201 and 202 for failure to pay all earned  
2 wages upon termination, as alleged herein;
- 3 (e) Violation of Labor Code section 204 for failure to pay all earned wages  
4 during employment, as alleged herein; and
- 5 (f) Violation of Labor Code sections 1198 and the applicable IWC Wage  
6 Order for failure to pay when Plaintiff and other aggrieved employees  
7 were put to work for less than half of their usual or scheduled shifts, as  
8 alleged herein.

9 80. Therefore, Plaintiff and other aggrieved employees are entitled to recover civil  
10 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

11 **SEVENTH CAUSE OF ACTION**

12 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

13 **Unlawful Business Practices**

14 **(Against all Defendants)**

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

17 82. Defendants are “persons” as defined by California Business & Professions Code  
18 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or  
19 associations.

20 83. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,  
21 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has  
22 suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices.  
23 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of  
24 Code of Civil Procedure section 1021.5.

25 84. Defendants’ activities, as alleged herein, are violations of California law, and  
26 constitute unlawful business acts and practices in violation of California Business & Professions  
27 Code sections 17200, *et seq.*

28 85. A violation of California Business & Professions Code sections 17200, *et seq.*

1 may be predicated on the violation of any state or federal law. In the instant case, Defendants’  
2 policies and practices have violated state law in at least the following respects:

- 3 (a) Failing to authorize and permit Plaintiff and class members to take all rest  
4 periods in violation of California Labor Code sections 226.7, 516, and  
5 1198, and the applicable IWC Wage Order, as alleged herein;
- 6 (b) Failing to provide Plaintiff and class members with accurate wage  
7 statements and failing to maintain accurate payroll records in violation of  
8 California Labor Code sections 226(a), 1174(d), and 1198, and the  
9 applicable IWC Wage Order, as alleged herein;
- 10 (c) Failing timely to pay all earned wages to Plaintiff and class members in  
11 violation of California Labor Code section 204, as alleged herein; and
- 12 (d) Failing to pay reporting time pay in violation of California Labor Code  
13 section 1198 and the applicable IWC Wage Order, as alleged herein.

14 86. As a result of the violations of California law herein described, Defendants  
15 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have  
16 suffered pecuniary loss by Defendants’ unlawful business acts and practices alleged herein.

17 87. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
18 Plaintiff and class members are entitled to restitution of the wages withheld and retained by  
19 Defendants during a period that commences four years prior to the filing of the initial complaint;  
20 a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and  
21 class members; and an award of attorneys’ fees pursuant to California Code of Civil Procedure  
22 section 1021.5 and other applicable laws; and an award of costs.

23 **EIGHTH CAUSE OF ACTION**

24 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

25 **Unfair Business Practices**

26 **(Against all Defendants)**

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

1           89. Defendants are “persons” as defined by California Business & Professions Code  
2 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or  
3 associations.

4           90. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and  
5 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in  
6 fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to  
7 enforce important rights affecting the public interest within the meaning of Code of Civil  
8 Procedure section 1021.5.

9           91. Defendants’ activities, namely Defendants’ company-wide practice and/or policy  
10 of not paying Plaintiff and class members all rest period premiums due to them under Labor  
11 Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and  
12 enhanced enforcement implemented by section 226.7. The statutory remedy provided by  
13 section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and  
14 secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th  
15 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and  
16 class members as part of their employment with Defendants, and thus Defendants’ practice  
17 and/or policy of denying these statutory benefits constitutes an unfair business practice in  
18 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

19           92. A violation of California Business & Professions Code sections 17200, *et seq.*  
20 may be predicated on any unfair business practice. In the instant case, Defendants’ policies and  
21 practices have violated the spirit of California’s rest period laws and constitute acts against the  
22 public policy behind these laws.

23           93. Pursuant to California Business & Professions Code sections 17200, *et seq.*,  
24 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory  
25 benefits implemented by section 226.7 withheld and retained by Defendants during a period that  
26 commences four years prior to the filing of the initial complaint; a permanent injunction  
27 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff  
28 and class members; an award of attorneys’ fees pursuant to California Code of Civil Procedure

section 1021.5 and other applicable laws; and an award of costs.

### **REQUEST FOR JURY TRIAL**

Plaintiff requests a trial by jury.

### **PRAYER FOR RELIEF**

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

### **Class Certification**

2. That this case be certified as a class action;

3. That Plaintiff be appointed as the representative of the Class and Subclass;

4. That counsel for Plaintiff be appointed as class counsel.

### **As to the First Cause of Action**

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

6. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

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

8. For premiums pursuant to California Labor Code section 226.7(c);

9. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

10. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

11. For such other and further relief as the Court may deem equitable and

appropriate.

**As to the Second Cause of Action**

12. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

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

14. For injunctive relief pursuant to California Labor Code section 226(h);

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

16. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

17. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Third Cause of Action**

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay rest period premiums and/or reporting time pay owed at the time of termination of the employment of Plaintiff and other terminated class members;

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

20. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

21. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

22. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

23. For such other and further relief as the Court may deem equitable and

appropriate.

**As to the Fourth Cause of Action**

24. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members rest periods and/or reporting time pay during their employment;

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

26. For statutory penalties according to proof pursuant to California Labor Code section 210;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Fifth Cause of Action**

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A) by failing to provide Plaintiff and class members with reporting time pay;

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

32. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law; and

33. For such other and further relief as the Court may deem equitable and appropriate.

**As to the Sixth Cause of Action**

34. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees:

226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); and 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay);

35. For civil penalties pursuant to the California Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), and 1198;

36. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), and 1198;

37. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), and 1198;

38. For pre-judgment and post-judgment interest as provided by law; and

39. For such other and further relief as the Court may deem equitable and appropriate.

#### **As to the Seventh Cause of Action**

40. That the Court declare, adjudge and decree that Defendants' conduct of failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, and failing to pay Plaintiff and class members reporting time pay, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

41. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage, and distribute any and all

1 funds disgorged from Defendants and determined to have been wrongfully acquired by  
2 Defendants as a result of violations of California Business & Professions Code sections 17200,  
3 *et seq.*;

4 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
5 California Code of Civil Procedure section 1021.5; and

6 44. For such other and further relief as the Court may deem equitable and  
7 appropriate.

8 **As to the Eighth Cause of Action**

9 45. That the Court declare, adjudge and decree that Defendants' conduct of denying  
10 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an  
11 unfair business practice in violation of California Business and Professions Code sections  
12 17200, *et seq.*;

13 46. For restitution of the statutory benefits under section 226.7 unfairly withheld  
14 from Plaintiff and class members and prejudgment interest from the day such amounts were due  
15 and payable;

16 47. For the appointment of a receiver to receive, manage, and distribute any and all  
17 funds disgorged from Defendants and determined to have been wrongfully acquired by  
18 Defendants as a result of violations of California Business & Professions Code sections 17200,  
19 *et seq.*;

20 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
21 California Code of Civil Procedure section 1021.5;

22 49. For pre-judgment and post-judgment interest as provided by law; and

23 //

24 //

25 //

26 //

27 //

28 //

1           50. For such other and further relief as the Court may deem equitable and  
2 appropriate.

3  
4 Dated: July 10, 2025

Respectfully submitted,

Capstone Law APC

6 By: 

7 Bevin Allen Pike  
8 Daniel S. Jonathan  
9 Trisha K. Monesi  
10 Shealene P. Mancuso

11 Attorneys for Plaintiff Natalie Soto  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT “1”**

SAIRAH BUDHWANI  
310.929.5455 Direct  
Sairah.Budhwani@capstonelawyers.com

---

March 25, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency  
ATTN: PAGA Administrator  
(<https://dir.govfa.net/308>)

Subject: *Natalie Soto v. Overeasy, Inc.*

Dear PAGA Administrator:

This office represents Natalie Soto in connection with her claims under the California Labor Code. Ms. Soto was an employee of OVEREASY, INC. (“OVEREASY”).

The employer may be contacted directly at the address below:

OVEREASY, INC.  
10681 FOOTHILL BLVD STE. 101  
RANCHO CUCAMONGA, CA 91730

Ms. Soto intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Soto seeks relief on behalf of herself, the State of California, and other persons who are or were employed by OVEREASY as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

OVEREASY employed Ms. Soto as an hourly paid, non-exempt employee from approximately September to November 2024. Ms. Soto worked for OVEREASY as a Cashier at OVEREASY’s Corky’s Kitchen & Bakery restaurant in Pomona, California. During her employment, Ms. Soto typically worked 3.5 to five (5) hours per day and two (2) to three (3) days per week. At the time her employment ended, Ms. Soto was compensated approximately \$16.00 per hour. Her primary job duties included, without limitation, taking customers’ orders, answering phone calls, serving food, and bussing and cleaning tables.

OVEREASY has committed each of the following Labor Code violations against Ms. Soto, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):<sup>1</sup>

**OVEREASY’s Company-Wide and Uniform Payroll and HR Practices**

OVEREASY, INC. is a California corporation that owns a chain of 24-hour diner restaurants that operate under the name “Corky’s Kitchen & Bakery,” with approximately 12 restaurant locations in California. Upon information and belief, OVEREASY maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Rancho Cucamonga, California, for all non-exempt, hourly paid employees working for OVEREASY in California, including Ms. Soto and other aggrieved employees. At all relevant times, OVEREASY issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Soto and other aggrieved employees, regardless of their location or position.

Upon information and belief, OVEREASY maintains a centralized Payroll department at its corporate headquarters in Rancho Cucamonga, California, which processes payroll for all non-exempt, hourly paid employees working for OVEREASY in California, including Ms. Soto and other aggrieved employees. Further, OVEREASY issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Soto and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, OVEREASY utilized the same methods and formulas when calculating wages due to Ms. Soto and other aggrieved employees in California.

**Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods**

California Labor Code sections 226.7, 516, and 1198, and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over

---

<sup>1</sup> These facts, theories, and claims are based on Ms. Soto’s experience and counsel’s review of those records currently available relating to Ms. Soto’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Soto reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, OVEREASY regularly failed to authorize and permit Ms. Soto and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. OVEREASY had a company-wide policy or practice of failing to schedule rest periods at all. OVEREASY also had a company-wide policy and/or practice understaffing their locations such there were too few employees on duty to handle the workload and attend to customers. Because OVEREASY did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing rest period coverage, and Ms. Soto and/or other aggrieved employees were not always afforded uninterrupted 10-minute rest periods during shifts when they were entitled to receive rest periods. OVEREASY’s failure to schedule rest periods entirely, coupled with OVEREASY’s failure to provide adequate rest period coverage, led to Ms. Soto and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, OVEREASY maintained and implemented a company-wide on-premises rest period policy, which effectively required that Ms. Soto and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Soto and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, OVEREASY effectively maintained control over Ms. Soto and other aggrieved employees during rest periods.

As a result of OVEREASY’s practices and policies, Ms. Soto and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Soto had to forgo her rest periods entirely due to the lack of coverage.

OVEREASY has also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Soto and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, OVEREASY failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Soto and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring OVEREASY into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

**Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records**

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. OVEREASY has not provided Ms. Soto and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a

subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, OVEREASY has knowingly and intentionally provided Ms. Soto and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, OVEREASY issued uniform wage statements to Ms. Soto and other aggrieved employees that fail to correctly list: gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for rest period premium wages, and the corresponding number of hours worked at each hourly rate. Specifically, OVEREASY violated sections 226(a)(1), 226(a)(5), and 226(a)(9).

Because OVEREASY did not pay Ms. Soto and other aggrieved employees rest period premium wages for noncompliant rest periods, OVEREASY did not list the correct amount of gross wages and net wages earned by Ms. Soto and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, OVEREASY failed to list the applicable hourly rates of pay in effect during the pay period, namely, the rates of pay for rest period premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the total hours worked by the employee; failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and/or failing to list the name and address of the legal entity that is the employer.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), OVEREASY willfully failed to maintain accurate payroll records for Ms. Soto and/or other aggrieved employees showing the all the wages paid to them as a result of failing to record all wages owed, including rest period premium wages.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate records showing the total wages paid each payroll period. During the relevant time period, OVEREASY engaged in company-wide practices and/or policies of failing to keep accurate records

of total wages paid each payroll period as a result of failing to record all wages owed, including rest period premium wages for Ms. Soto and/or other aggrieved employees, in violation of section 1198.

Because OVEREASY failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Soto and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Soto and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Soto and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring OVEREASY into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

#### **Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, OVEREASY willfully failed to pay Ms. Soto and other aggrieved employees all wages due including, but not limited to, rest period premium wages and/or reporting time pay within the time periods specified by California Labor Code section 204.

Ms. Soto and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring OVEREASY into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

#### **Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination**

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

OVEREASY willfully failed to pay Ms. Soto and other aggrieved employees who are no longer employed by OVEREASY the earned and unpaid wages set forth above, including but not limited to, rest period premium wages and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving OVEREASY's employ.

Ms. Soto and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring OVEREASY into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

**Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay**

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful."

California Code of Regulations, Title 8, section 11050(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, OVEREASY violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because OVEREASY failed to pay Ms. Soto and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

On information and belief, OVEREASY had a company-wide practice of sending Ms. Soto and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Soto and other aggrieved employees for half of their usual or scheduled shift. For example, on at least four (4) occasions, when Ms. Soto was scheduled to work a shift of 3.5 to five (5) hours, OVEREASY's managers sent Ms. Soto home about one (1) hour after the start of her shift because business was slow. However, on information and belief, Ms. Soto was only paid for the time she had worked. Although Ms. Soto and other aggrieved employees would report to work based on the schedule that OVEREASY provided to them, OVEREASY would send them home before they had worked at least half of their usual or scheduled shifts. When this occurred, OVEREASY did not pay Ms. Soto and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Accordingly, Ms. Soto and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5A). Ms. Soto and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring OVEREASY

into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

**California Labor Code § 558(a)**

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” OVEREASY, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Soto’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Soto seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Soto, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against OVEREASY for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), and 1198.

Therefore, on behalf of all aggrieved employees, Ms. Soto seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani  
Capstone Law APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067  
(310) 556-4811

Best Regards,



Sairah Budhwani

Copy: OVEREASY, INC. (via U.S. Certified Mail)

Capstone Law, APC  
1875 Century Park, East, 1000  
Los Angeles, CA. 90067



9589 0710 5270 0211 0127 69

OVEREASY, INC.  
10681 FOOTHILL BLVD STE. 101  
RANCHO CUCAMONGA, CA 91730

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

OVEREASY, INC.  
10681 FOOTHILL BLVD STE. 101  
RANCHO CUCAMONGA, CA 91730

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

☐ Agent  
☐ Addressee

2. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

9590 9402 8803 4005 5736 30

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0127 69

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

SORT V.

OVEREASY

Postmark

OVEREASY, INC.  
10681 FOOTHILL BLVD STE. 101  
RANCHO CUCAMONGA, CA 91730

9589 0710 5270 0211 0127 69

Official Use Section with checkboxes for Certified Mail Fee, Extra Services & Fees, Return Receipt (hardcopy), Return Receipt (electronic), and Restricted Mail Restricted Delivery. Includes fields for Total, Postage, and Signature.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

OVEREASY, INC.  
10681 FOOTHILL BLVD STE. 101  
RANCHO CUCAMONGA, CA 91730



9590 9402 8803 4005 5736 30

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0127 69

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Melody Driver*

☐ Agent

☐ Addressee

3. Received by (Printed Name)

*Melody Driver*

C. Date of Delivery

*3/31/25*

5. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

**Service Type**

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ all Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**PROOF OF SERVICE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **July 10, 2025**, I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

|                                      |                      |
|--------------------------------------|----------------------|
| Jennifer Sue Towles                  | Agent for Defendants |
| 10681 Foothill Boulevard, Suite 101, | OVEREASY, INC.       |
| Rancho Cucamonga, CA 91730           |                      |

☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **July 10, 2025**, at Los Angeles, California.

Sophia Flores  
Type/Print Name

  
Signature