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

COLLEEN DURST, individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

O.R.G. RESTAURANTS, LLC, a
California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVVS2502951

CLASS ACTION COMPLAINT

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Colleen Durst, individually and on behalf of all other members of the public
2 similarly situated, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This class action is brought pursuant to California Code of Civil Procedure
5 section 382. The monetary damages, penalties, and restitution sought by Plaintiff exceed the
6 minimal jurisdiction limits of the Superior Court and will be established according to proof at
7 trial. This Court has jurisdiction over this action pursuant to the California Constitution,
8 Article VI, section 10. The statutes under which this action is brought do not specify any
9 other basis for jurisdiction. Plaintiff's share of damages, penalties, and other relief sought in
10 this action does not exceed \$75,000.

11 2. This Court has jurisdiction over Defendants because Defendants are either
12 citizens of California, have sufficient minimum contacts in California, or otherwise
13 intentionally avail themselves of the California market so as to render the exercise of
14 jurisdiction over them by the California courts consistent with traditional notions of fair play
15 and substantial justice. There is no basis for federal diversity jurisdiction in this action
16 because there is no complete diversity, and this case falls within the statutory exceptions to
17 "minimal diversity" jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
18 Upon information and belief, two-thirds or more of the class members and Defendants are
19 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
20 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
21 relief is being sought against Defendants whose violations of California wage and hour laws
22 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
23 within the past three (3) years on behalf of the same proposed class against Defendants
24 asserting the same or similar factual allegations.

25 3. Venue is proper in this Court because Defendants employ persons in this
26 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
27 and occurrences related to this action occurred in this county.

28 //

THE PARTIES

4. Plaintiff Colleen Durst is a resident of Victorville, in San Bernardino County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately October 2022 to March 2025. Plaintiff worked for Defendants as a Dish Machine Operator at their restaurant in Victorville, California. During her employment, Plaintiff typically worked five (5) to eight (8) or more hours per day and five (5) or more days per week. Plaintiff's primary job duties included, without limitation, operating the dishwashing machine, cleaning the kitchen, and bussing tables when the restaurant was busy.

5. O.R.G. RESTAURANTS, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

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

7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of O.R.G. RESTAURANTS, LLC at all relevant times.

8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, O.R.G. RESTAURANTS, LLC and/or DOES 1 through 10 (collectively, "Defendants" or "ORG"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

9. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided

1 and abetted the acts and omissions of each and all the other Defendants in proximately causing
2 the damages herein alleged.

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

6 **GENERAL ALLEGATIONS**

7 11. Defendants own and operate a chain of eight (8) steakhouse restaurants, with
8 four (4) of their restaurants located in California. Upon information and belief, Defendants
9 maintain a single, centralized Human Resources (“HR”) department at their corporate
10 headquarters in Glendale, California, which is responsible for the recruiting and hiring of new
11 employees, and communicating and implementing Defendants’ company-wide policies,
12 including timekeeping policies and meal and rest period policies, to employees throughout
13 California.

14 12. In particular, Plaintiff and class members, on information and belief, received
15 the same standardized documents and/or written policies. Upon information and belief, the
16 usage of standardized documents and/or written policies, including new-hire documents,
17 indicate that Defendants dictated policies at the corporate level and implemented them
18 company-wide, regardless of their employees’ assigned locations or positions.

19 13. Upon information and belief, Defendants maintain a centralized Payroll
20 department at their corporate headquarters in Glendale, California, which processes payroll for
21 all non-exempt, hourly paid employees working for Defendants at their various locations in
22 California, including Plaintiff and class members. Based upon information and belief,
23 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
24 employees in California, irrespective of their work locations. Upon information and belief,
25 Defendants process payroll for departing employees in the same manner throughout the State
26 of California, regardless of the manner in which each employee’s employment ends.

27 14. Defendants continue to employ non-exempt or hourly paid employees in
28 California.

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

5 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
6 members were not paid for all hours worked because all hours worked were not recorded.

7 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to receive certain wages for
9 overtime compensation and that they were not receiving certain wages for overtime
10 compensation.

11 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to receive at least minimum
13 wages for compensation and that they were not receiving at least minimum wages for work
14 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
15 and class members were not paid at least minimum wages for work done off-the-clock.

16 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to meal periods in
18 accordance with the California Labor Code and applicable Industrial Welfare Commission
19 (“IWC”) Wage Order or payment of one (1) additional hour of pay at their regular rates of pay
20 when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and
21 that Plaintiff and class members were not provided with all meal periods or payment of one
22 (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
23 uninterrupted, thirty (30) minute meal period.

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

1 authorized and permitted to take compliant rest periods or provided with payment of one (1)
2 additional hour of pay at their regular rates of pay when they were not authorized and
3 permitted to take a compliant rest period.

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

9 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that they had a duty to maintain accurate and complete payroll records in
11 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
12 knowingly, and intentionally failed to do so.

13 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to timely payment of all
15 wages earned upon termination of employment. In violation of the California Labor Code,
16 Plaintiff and class members did not receive payment of all wages due, including, but not
17 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
18 permissible time periods.

19 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to timely payment of wages
21 during their employment. In violation of the California Labor Code, Plaintiff and class
22 members did not receive payment of all wages, including, but not limited to, overtime wages,
23 minimum wages, and/or meal and rest period premiums, within permissible time periods.

24 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to receive full
26 reimbursement for all business-related expenses and costs they incurred during the course and
27 scope of their employment and that they did not receive full reimbursement of applicable
28 business-related expenses and costs incurred.

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

CLASS ACTION ALLEGATIONS

27. Plaintiff brings this action on her own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

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

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

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four (4) years prior to the filing of the initial complaint until the date of trial ("Class").

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

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

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

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

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

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime

- 1 compensation to Plaintiff and class members;
- 2 (b) Whether Defendants failed to pay Plaintiff and class members at least
- 3 minimum wages for all hours worked;
- 4 (c) Whether Defendants failed to provide Plaintiff and class members meal
- 5 periods;
- 6 (d) Whether Defendants failed to authorize and permit Plaintiff and class
- 7 members to take rest periods;
- 8 (e) Whether Defendants provided Plaintiff and class members with complete
- 9 and accurate wage statements as required by California Labor Code
- 10 section 226(a);
- 11 (f) Whether Defendants maintained accurate payroll records as required by
- 12 California Labor Code section 1174(d);
- 13 (g) Whether Defendants failed to pay earned overtime wages, minimum
- 14 wages, and/or meal and rest period premiums due to Plaintiff and class
- 15 members upon their discharge;
- 16 (h) Whether Defendants failed to timely pay overtime wages, minimum
- 17 wages, and/or meal and rest period premiums to Plaintiff and class
- 18 members during their employment;
- 19 (i) Whether Defendants failed to reimburse Plaintiff and class members for
- 20 necessary and required business-related expenditures and/or losses
- 21 incurred by them in the scope of their employment;
- 22 (j) Whether Defendants engaged in unlawful and unfair business practices
- 23 in violation of California Business & Professions Code sections 17200,
- 24 *et seq.*; and
- 25 (k) The appropriate amount of damages, restitution, or monetary penalties
- 26 resulting from Defendants' violations of California law.

27 34. There is a well-defined community of interest in the litigation and the class

28 members are readily ascertainable:

- 1 (a) Numerosity: The class members are so numerous that joinder of all
2 members would be unfeasible and impractical. The membership of the
3 entire class is unknown to Plaintiff at this time; however, the class is
4 estimated to be greater than one hundred (100) individuals and the
5 identity of such membership is readily ascertainable by inspection of
6 Defendants' employment records.
- 7 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
8 protect the interests of each class member with whom she has a well-
9 defined community of interest, and Plaintiff's claims (or defenses, if
10 any) are typical of all class members as demonstrated herein.
- 11 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
12 protect the interests of each class member with whom she has a well-
13 defined community of interest and typicality of claims, as demonstrated
14 herein. Plaintiff acknowledges that she has an obligation to make
15 known to the Court any relationship, conflicts or differences with any
16 class member. Plaintiff's attorneys, the proposed class counsel, are
17 versed in the rules governing class action discovery, certification, and
18 settlement. Plaintiff has incurred, and throughout the duration of this
19 action, will continue to incur costs and attorneys' fees that have been,
20 are, and will be necessarily expended for the prosecution of this action
21 for the substantial benefit of each class member.
- 22 (d) Superiority: The nature of this action makes the use of class action
23 adjudication superior to other methods. A class action will achieve
24 economies of time, effort, and expense as compared with separate
25 lawsuits, and will avoid inconsistent outcomes because the same issues
26 can be adjudicated in the same manner and at the same time for the
27 entire class.
- 28 (e) Public Policy Considerations: Employers in the State of California

1 violate employment and labor laws every day. Current employees are
2 often afraid to assert their rights out of fear of direct or indirect
3 retaliation. Former employees are fearful of bringing actions because
4 they believe their former employers might damage their future
5 endeavors through negative references and/or other means. Class
6 actions provide the class members who are not named in the complaint
7 with a type of anonymity that allows for the vindication of their rights
8 while simultaneously protecting their privacy.

9 **FIRST CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
11 **(Against all Defendants)**

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

14 36. Labor Code section 1198 makes it illegal to employ an employee under
15 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
16 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
17 shall be the . . . standard conditions of labor for employees. The employment of any employee
18 . . . under conditions of labor prohibited by the order is unlawful.”

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

23 38. Specifically, the applicable IWC Wage Order provides that Defendants are and
24 were required to pay Plaintiff and class members working more than eight (8) hours in a day
25 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
26 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
27 workweek.

28 39. The applicable IWC Wage Order further provides that Defendants are and were

1 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
2 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
3 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
4 employee, including nondiscretionary bonuses and incentive pay.

5 40. California Labor Code section 510 codifies the right to overtime compensation
6 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
7 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
8 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
9 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
10 in a day on the seventh (7th) day of work.

11 41. During the relevant time period, Defendants willfully failed to pay all overtime
12 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
13 class members were not paid overtime premiums for all of the hours they worked in excess of
14 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
15 hours in a week, because all hours worked were not recorded.

16 42. First, during the relevant time period, Defendants had, and continue to have, a
17 company-wide policy and/or practice of requiring Plaintiff and class members to perform
18 work off-the-clock in order to limit the amount of overtime employees could accrue. On
19 information and belief, this limitation on overtime accrual was based on a company-wide
20 policy of staffing locations strictly based on the labor hours or labor budget set by corporate.
21 To that end, upon information and belief, Defendants only provided employees with a shift
22 start-time but not a shift end-time and limited the hours for which employees were allowed to
23 be clocked in but required employees to remain at work until their job duties were completed,
24 in order to limit the hours for which employees received compensation. Indeed, Plaintiff's
25 manager Mike often said he needed to monitor employee hours to "save labor." This policy of
26 limiting overtime, coupled with Defendants' policy and/or practice of understaffing and/or
27 single-staffing certain positions and assigning heavy workloads (*see infra*), led Plaintiff and
28 class members to work off-the-clock before and after their scheduled shift times.

1 43. For example, in order to prevent Plaintiff from accruing overtime, Plaintiff's
2 manager required Plaintiff to clock out at a time designated by Defendants after Plaintiff
3 arrived for her shifts, but to continue working to complete her job duties, such as cleaning
4 dishes and taking out the trash. This occurred approximately once per week for approximately
5 20-25 minutes per instance. In addition, when Plaintiff arrived to work early, she was
6 sometimes asked to immediately begin performing her job duties, but was not allowed to
7 clock in until her scheduled start-time. This off-the-clock work could have been recorded by
8 Defendants, but they refused to do so to avoid the payment of additional wages to Plaintiff
9 and class members.

10 44. Second, during the relevant time period, Defendants' timekeeping system was
11 integrated with the company's point-of-sale ("POS") system and only two (2) monitors were
12 provided for clocking in and out. Plaintiff and class members would sometimes have to wait
13 to clock in for the start of their shifts because other employees were using the POS system to
14 handle customer transactions and/or clocking in or out. For instance, Plaintiff was sometimes
15 required to wait several minutes off-the-clock and under Defendants' control until a POS
16 monitor was available for clocking in because other employees were using the POS systems to
17 process customer orders. Thus, Plaintiff and class members performed work that was not
18 recorded, time for which they were not paid.

19 45. Third, Defendants required employees with food handling duties to obtain Food
20 Handler Cards, which led to Plaintiff and class members completing online food safety
21 training and testing before or after their shifts or on their days off, but did not compensate
22 them for this time. For example, Plaintiff spent approximately two (2) hours completing a
23 food safety training course at home to renew her Food Handler Card in approximately
24 September 2024, but was not paid by Defendants for this time.

25 46. Defendants knew or should have known that as a result of these company-wide
26 practices and/or policies, Plaintiff and class members were performing their assigned duties
27 off-the-clock before and after their shifts, and were suffered or permitted to perform work for
28 which they were not paid. Because Plaintiff and class members worked shifts of eight (8)

1 hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work
2 qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid
3 overtime wages for all of the overtime hours they actually worked.

4 47. Defendants' failure to pay Plaintiff and class members the balance of overtime
5 compensation as required by California law, violates the provisions of California Labor Code
6 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
7 members are entitled to recover from Defendants their unpaid overtime compensation, as well
8 as interest, costs, and attorneys' fees.

9 **SECOND CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 11 **Minimum Wages** 12 **(Against all Defendants)**

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

15 49. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
16 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
17 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
18 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the
19 time during which an employee is subject to the control of an employer, and includes all the
20 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
21 Code Regs. Tit. 8, § 11050(2)(M) (defining "Hours Worked"). Moreover, California Health
22 and Safety Code section 113948(i)(1) provides that "[a]n employer shall consider the time that
23 it takes for the employee to complete the [food handler] training and the examination as
24 compensable 'hours worked,' for which the employer shall pay."

25 50. First, as set forth above, as a result of Defendants' policies and/or practices of
26 limiting the amount of overtime employees could accrue pursuant to their labor budget
27 practices, understaffing and/or single-staffing certain positions, and assigning heavy
28 workloads, Defendants had a company-wide policy and/or practice requiring Plaintiff and

1 class members to perform work-related tasks while off-the-clock, including cleaning the
2 restaurant and waiting to clock in. Moreover, as stated, Defendants required employees with
3 food handling duties to obtain Food Handler Cards, which led to Plaintiff and class members
4 completing online food safety training and testing before or after their shifts or on their days
5 off, but did not compensate them for this time. Defendants failed to track this time Plaintiff
6 and class members spent working off-the-clock, and Plaintiff and class members received no
7 compensation for this time.

8 51. Defendants did not pay minimum wages for all hours worked by Plaintiff and
9 class members. To the extent that these off-the-clock hours did not qualify for overtime
10 premium payment, Defendants did not pay at least minimum wages for those hours worked
11 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
12 1198.

13 52. Defendants' failure to pay Plaintiff and class members minimum wages violates
14 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
15 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
16 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
17 interest thereon.

18 **THIRD CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

20 **Violations**

21 **(Against all Defendants)**

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

24 54. At all relevant times herein set forth, California Labor Code section 512(a)
25 provides that an employer may not require, cause, or permit an employee to work for a period
26 of more than five (5) hours per day without providing the employee with a meal period of not
27 less than thirty (30) minutes, except that if the total work period per day of the employee is
28 not more than six (6) hours, the meal period may be waived by mutual consent of both the

1 employer and the employee. Under California law, first meal periods must start after no more
2 than five (5) hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042
3 (2012).

4 55. At all relevant times herein set forth, California Labor Code sections 226.7,
5 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
6 meal period mandated by an applicable order of the IWC.

7 56. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
8 the applicable IWC Wage Order also require employers to provide a second meal period of
9 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
10 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
11 hours worked is no more than twelve (12) hours, the second meal period may be waived by
12 mutual consent of the employer and the employee only if the first meal period was not waived.

13 57. First, during the relevant time period, Defendants had, and continue to have, a
14 company-wide policy and/or practice of strictly staffing their restaurant locations based on the
15 labor hours allocated by each location's labor or payroll budget set by the corporate office.
16 Defendants' uniform use of labor budgeting resulted in chronic understaffing, such there were
17 too few employees on duty to handle the workload and attend to customer demand. Also,
18 Defendants have systematically, and on a company-wide basis, understaffed their restaurants
19 by adopting a single-staffing model for certain positions, such as Dish Machine Operators,
20 which has resulted in a lack of meal period coverage and prevented Plaintiff and class
21 members from taking all timely, uninterrupted meal periods to which they were entitled.
22 Moreover, Defendants' management prohibited Plaintiff from taking meal periods when the
23 restaurant was very busy. As an example, Plaintiff's managers told employees "No breaks
24 today" on a couple of occasions when the restaurant was busy. Further, Defendants had a
25 company-wide practice and/or policy of failing to schedule meal periods, which further caused
26 Plaintiff and class members to not be relieved of their duties for compliant meal periods.

27 58. As a result, Plaintiff and class members had to work through all or part of their
28 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time

1 before taking meal periods. Plaintiff, for example, frequently missed her meal periods
2 because of lack of coverage and her heavy workload. Thus, Defendants failed to provide
3 Plaintiff and class members with compliant, 30-minute meal periods.

4 59. Second, Defendants did not provide Plaintiff and class members with second
5 30-minute meal periods on days that they worked in excess of 10 hours in one day. For
6 instance, when Plaintiff worked more than 10 hours in one shift, she was not provided a
7 second 30-minute meal period. Plaintiff and class members did not sign valid meal period
8 waivers on days that they were entitled to meal periods and were not relieved of all duties.

9 60. At all times herein mentioned, Defendants knew or should have known that, as
10 a result of these policies, Plaintiff and class members were not actually relieved of all duties to
11 take timely, uninterrupted meal periods. Defendants further knew or should have known that
12 Defendants did not pay Plaintiff and class members all meal period premiums when meal
13 periods were late, missed, shortened, or interrupted.

14 61. Furthermore, Defendants engaged in a company-wide practice and/or policy of
15 not paying all meal period premiums owed when compliant meal periods were not provided.
16 Because of this practice and/or policy, Plaintiff and class members have not received premium
17 pay for all missed, late, and interrupted meal periods. As a result, Defendants failed to
18 provide Plaintiff and class members compliant meal periods in violation of California Labor
19 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

20 62. Defendants' conduct violates the applicable IWC Wage Order, and California
21 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
22 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
23 rate of compensation for each work day that the meal period was not provided.

24 **FOURTH CAUSE OF ACTION**

25 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 26 **(Against all Defendants)**

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

1 64. At all relevant times herein set forth, the applicable IWC Wage Order and
2 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
3 members' employment by Defendants.

4 65. At all relevant times, the applicable IWC Wage Order provides that "[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period" and that the "rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof" unless the total daily work time is less than three and one-half
9 (3 ½) hours.

10 66. At all relevant times, California Labor Code section 226.7 provides that no
11 employer shall require an employee to work during any rest period mandated by an applicable
12 order of the California IWC. To comply with its obligation to authorize and permit rest
13 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
14 employer must "relinquish any control over how employees spend their break time, and
15 relieve their employees of all duties—including the obligation that an employee remain on
16 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
17 *Inc.*, 2 Cal. 5th 257, 273 (2016).

18 67. During the relevant time period, Defendants regularly failed to authorize and
19 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
20 period worked or major fraction thereof. Defendants' company-wide practices, including
21 understaffing and/or single-staffing certain positions while assigning heavy workloads,
22 prevented Plaintiff and class members from being relieved of all duties to take rest periods.
23 Additionally, Defendants failed to schedule rest periods, which, coupled with Defendants'
24 failure to provide adequate rest period coverage, further led to Plaintiff and class members not
25 being authorized and permitted to take rest periods.

26 68. Furthermore, upon information and belief, during the relevant time period,
27 Defendants maintained a company-wide on-premises rest period policy, which effectively
28 required that Plaintiff and class members remain on the work premises during their rest

1 periods. Because Plaintiff and class members were restricted from leaving the premises
2 during rest periods, they were denied the ability to use their rest periods freely for their own
3 purposes, such as running personal errands. Thus, Defendants effectively maintained control
4 over Plaintiff and class members during rest periods.

5 69. As a result of Defendants' practices and policies, Plaintiff and class members
6 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
7 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
8 Plaintiff would often miss her rest periods and on one occasion, Plaintiff's manager told her
9 that she could not even stop working to quickly use the restroom because there were too many
10 dishes to clean. As another example, Plaintiff's rest periods were often interrupted by
11 Defendants' managers and employees needing Plaintiff to return to work due to understaffing
12 and/or single-staffing of the restaurant and the resulting lack of coverage.

13 70. Defendants have also engaged in a systematic, company-wide practice and/or
14 policy of not paying rest period premiums owed when rest periods are not authorized and
15 permitted. Because of this practice and/or policy, Plaintiff and class members have not
16 received premium pay for all missed rest periods.

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

22 **FIFTH CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 24 **Statements and Failure to Maintain Accurate Payroll Records** 25 **(Against all Defendants)**

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

28 73. At all relevant times herein set forth, California Labor Code section 226(a)

1 provides that every employer shall furnish each of his or her employees an accurate and
2 complete itemized wage statement in writing, including, but not limited to, the name and
3 address of the legal entity that is the employer, the inclusive dates of the pay period, total
4 hours worked, and all applicable rates of pay.

5 74. At all relevant times, Defendants have knowingly and intentionally provided
6 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
7 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
8 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
9 applicable hourly rates in effect during the pay period, including rates of pay for overtime
10 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
11 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

12 75. Because Defendants did not record the time Plaintiff and Subclass members
13 spent working off the clock, Defendants did not list the correct amount of gross wages and net
14 wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and
15 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
16 worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list
17 the applicable hourly rates of pay in effect during the pay period and the corresponding
18 accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

19 76. The wage statement deficiencies also include, among other things, failing to list
20 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
21 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
22 for which employees were paid; failing to list the name of the employee and only the last four
23 digits of his or her social security number or an employee identification number other than a
24 social security number; failing to list the name and address of the legal entity that is the
25 employer; and/or failing to state all hours worked as a result of not recording or stating hours
26 worked off-the-clock.

27 77. California Labor Code section 1174(d) provides that “[e]very person employing
28 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees

1 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
2 plants or establishments at which employees are employed, payroll records showing the hours
3 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
4 applicable piece rate paid to, employees employed at the respective plants or
5 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
6 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
7 members showing the daily hours they worked and the wages paid thereto as a result of failing
8 to record the off-the-clock hours that they worked.

9 78. California Labor Code section 1198 provides that the maximum hours of work
10 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
11 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
12 employment of any employees for longer hours than those fixed by the order or under
13 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
14 Wage Order, employers are required to keep accurate time records showing when the
15 employee begins and ends each work period and meal period. During the relevant time
16 period, Defendants engaged in company-wide practices and/or policies of failing to keep
17 accurate records of work period and meal period start and end times for Plaintiff and Subclass
18 members, in violation of section 1198. Furthermore, in light of Defendants’ failure to provide
19 Plaintiff and class members with second 30-minute meal periods to which they were entitled,
20 Defendants kept no records of meal start and end times for second meal periods.

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

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SIXTH CAUSE OF ACTION
Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon
Termination
(Against all Defendants)

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

81. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

82. At all times relevant herein set forth, 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.

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

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

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SEVENTH CAUSE OF ACTION
Violation of California Labor Code § 204—Failure to Timely Pay Wages During
Employment
(Against all Defendants)

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

86. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and class members during their employment.

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

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

89. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

1 90. Defendants’ failure to pay Plaintiff and class members all wages due violates
2 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
3 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

4 **EIGHTH CAUSE OF ACTION**

5 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses**
6 **(Against all Defendants)**

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

9 92. At all times herein set forth, California Labor Code section 2802 provides that
10 an employer must reimburse employees for all necessary expenditures and losses incurred by
11 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
12 to prevent employers from passing off their cost of doing business and operating expenses on
13 to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App 4th 1137, 1144
14 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen
15 tools or equipment are required by the employer or are necessary to the performance of a job,
16 such tools and equipment shall be provided and maintained by the employer, except that an
17 employee whose wages are at least two (2) times the minimum wage provided herein may be
18 required to provide and maintain hand tools and equipment customarily required by the trade
19 or craft.” Additionally, California Health and Safety Code section 113948(i)(1) requires that
20 an employer “shall pay [an] employee for any necessary expenditures or losses associated
21 with the employee obtaining a food handler card.”

22 93. During the relevant time period, Defendants, on a company-wide basis,
23 required that Plaintiff and class members use their own personal mobile devices, including,
24 but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to
25 reimburse them for the costs of their work-related mobile device expenses. For example,
26 Plaintiff and class members were contacted on their personal mobile devices by their
27 supervisors to discuss work-related matters, such as adjustments to scheduling. Although
28 Defendants required Plaintiff and class members to utilize their personal mobile devices

1 and/or mobile data to carry out their work-related responsibilities, Defendants failed to
2 reimburse them for this cost.

3 94. Furthermore, during the relevant time period, Defendants, on a company-wide
4 basis, required Plaintiff and class members to obtain and pay for a Food Handler Card, which
5 was required for their continued employment, as well as associated costs such as training
6 and/or examination fees. For example, Plaintiff paid approximately \$22.00 to renew her Food
7 Handler Card, but Defendants did not reimburse her for the costs of renewing it. Thus,
8 Defendants failed to reimburse Plaintiff and class members for the costs of obtaining these
9 food handler cards, including training and/or examination fees.

10 95. Defendants could have provided Plaintiff and class members with the actual
11 equipment for use on the job, such as company mobile devices, or Defendants could have
12 reimbursed employees for the costs of their mobile device usage and food handler cards.
13 Instead, Defendants passed these operating costs onto Plaintiff and class members. At all
14 relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

15 96. Defendants' company-wide policy and/or practice of not reimbursing
16 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
17 and class members violates California Labor Code section 2802. Defendants have
18 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
19 business-related expenses and costs.

20 97. Pursuant to California Labor Code section 2802, Plaintiff and class members
21 are entitled to recover from Defendants their business-related expenses incurred during the
22 course and scope of their employment, plus interest, costs, and attorneys' fees.

23 **NINTH CAUSE OF ACTION**

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

25 **Unlawful Business Practices**

26 **(Against all Defendants)**

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

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

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

9 101. Defendants’ activities, as alleged herein, are violations of California law, and
10 constitute unlawful business acts and practices in violation of California Business &
11 Professions Code sections 17200, *et seq.*

12 102. A violation of California Business & Professions Code sections 17200, *et seq.*
13 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
14 policies and practices have violated state law in at least the following respects:

- 15 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
16 class members, to work overtime without paying them proper
17 compensation in violation of California Labor Code sections 510 and
18 1198, and the applicable IWC Wage Order, as alleged herein;
- 19 (b) Failing to pay at least minimum wage to Plaintiff and class members in
20 violation of California Labor Code sections 1182.12, 1194, 1197,
21 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
22 herein;
- 23 (c) Failing to provide all meal periods to Plaintiff and class members in
24 violation of California Labor Code sections 226.7, 512(a), 516, and
25 1198, and the applicable IWC Wage Order, as alleged herein;
- 26 (d) Failing to authorize and permit Plaintiff and class members to take all
27 rest periods in violation of California Labor Code sections 226.7, 516,
28 and 1198, and the applicable IWC Wage Order, as alleged herein;

- 1 (e) Failing to provide Plaintiff and class members with accurate wage
2 statements and failing to maintain accurate payroll records in violation of
3 California Labor Code sections 226(a), 1174(d), and 1198, and the
4 applicable IWC Wage Order, as alleged herein;
- 5 (f) Failing timely to pay all earned wages to Plaintiff and class members in
6 violation of California Labor Code section 204, as alleged herein; and
- 7 (g) Failing to reimburse Plaintiff and class members for all business
8 expenses necessarily incurred in violation of California Labor Code
9 section 2802, as alleged herein.

10 103. As a result of the violations of California law herein described, Defendants
11 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
12 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
13 herein.

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

20 **TENTH CAUSE OF ACTION**

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

22 **Unfair Business Practices**

23 **(Against all Defendants)**

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

26 106. Defendants are "persons" as defined by California Business & Professions
27 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
28 and/or associations.

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

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

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

21 110. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
22 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
23 benefits implemented by section 226.7 withheld and retained by Defendants during a period
24 that commences four years prior to the filing of the initial complaint; a permanent injunction
25 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
26 Plaintiff and class members; an award of attorneys’ fees pursuant to California Code of Civil
27 Procedure section 1021.5 and other applicable laws; and an award of costs.

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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 twenty-five thousand dollars (\$25,000), 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;
- 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 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

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

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

8. For reasonable attorneys’ fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

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

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

1 11. For general unpaid wages and such general and special damages as may be
2 appropriate;

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

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

7 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

8 15. For such other and further relief as the Court may deem equitable and
9 appropriate.

10 **As to the Third Cause of Action**

11 16. That the Court declare, adjudge, and decree that Defendants violated California
12 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
13 willfully failing to provide all meal periods to Plaintiff and class members;

14 17. That the Court make an award to the Plaintiff and class members of one (1)
15 hour of pay at each employee's regular rate of pay for each workday that a meal period was
16 not provided;

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

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

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

22 21. For attorneys' fees pursuant to California Code of Civil Procedure section
23 1021.5, or as otherwise provided by law; and

24 22. For such other and further relief as the Court may deem equitable and
25 appropriate.

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

27 23. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully

1 failing to authorize and permit Plaintiff and class members to take all rest periods;

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

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

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

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

10 28. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

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

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

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

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

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

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

23 34. For attorneys' fees and costs pursuant to California Labor Code section
24 226(e)(1); and

25 35. For such other and further relief as the Court may deem equitable and
26 appropriate.

27 **As to the Sixth Cause of Action**

28 36. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
2 and/or meal and rest period premiums owed at the time of termination of the employment of
3 Plaintiff and other terminated class members;

4 37. For all actual, consequential and incidental losses and damages, according to
5 proof;

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

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

10 40. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 41. For such other and further relief as the Court may deem equitable and
13 appropriate.

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

15 42. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
17 overtime wages, minimum wages, and/or meal and rest period premiums during their
18 employment;

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

21 44. For statutory penalties according to proof pursuant to California Labor Code
22 section 210;

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

25 46. For attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5, or as otherwise provided by law; and

27 47. For such other and further relief as the Court may deem equitable and
28 appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

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

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

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

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, 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 reimburse Plaintiff and class members for business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

1 56. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violations of California Business & Professions Code sections
4 17200, *et seq.*;

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

7 58. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Tenth Cause of Action**

10 59. That the Court declare, adjudge and decree that Defendants' conduct of denying
11 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
12 an unfair business practice in violation of California Business and Professions Code sections
13 17200, *et seq.*;

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

17 61. For the appointment of a receiver to receive, manage and distribute any and all
18 funds disgorged from Defendants and determined to have been wrongfully acquired by
19 Defendants as a result of violations of California Business & Professions Code sections
20 17200, *et seq.*;

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

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

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

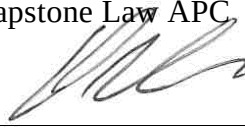
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4 Dated: May 15, 2025

Respectfully submitted,

Capstone Law APC

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By: 

Orlando Villalba

Helga Hakimi

Jaime Castaneda

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Attorneys for Plaintiff Colleen Durst

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