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Assigned for All Purposes
Judge Lon F. Hurwitz
Dept. CX103

Attorneys for Plaintiff ANA MARTHA RAMIREZ DE SANTOS,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ANA MARTHA RAMIREZ DE SANTOS, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

S.K.B. CORPORATION; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 30-2024-01386790-CU-OE-CXC

CLASS ACTION

**PLAINTIFF ANA MARTHA RAMIREZ
DE SANTOS'S COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR
ALL HOURS WORKED AT
MINIMUM WAGE IN
VIOLATION OF LABOR CODE
SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME
WAGES FOR DAILY
OVERTIME WORKED IN
VIOLATION OF LABOR CODE
SECTIONS 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR
PERMIT MEAL PERIODS IN
VIOLATION OF LABOR CODE
SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR
PERMIT REST PERIODS IN
VIOLATION OF LABOR CODE
SECTION 226.7**
- 5. FAILURE TO TIMELY PAY ALL
EARNED WAGES AND FINAL
PAYCHECKS DUE AT TIME OF
SEPARATION OF EMPLOYMENT
IN VIOLATION OF LABOR CODE
SECTIONS 201, 202, AND 203**

**6. UNFAIR BUSINESS PRACTICES,
IN VIOLATION OF BUSINESS
AND PROFESSIONS CODE
SECTIONS 17200, ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff ANA MARTHA RAMIREZ DE SANTOS (“Plaintiff”), who alleges and complains against Defendants S.K.B. CORPORATION; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; injunctive relief and other equitable relief; reasonable attorneys’ fees pursuant to Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiff’s and putative class members’ claims for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; and claims for injunctive relief and restitution under California Business and Professions Code sections 17200, *et seq.*, for the following reasons: Defendants

1 operate throughout California; Defendants employed Plaintiff and putative class members in
2 locations throughout California, including but not limited to Orange County, at 434 W Levers
3 Place, Orange, CA 9286; more than two-thirds of putative class members are California citizens;
4 the principal violations of California law occurred in California; no other class actions have been
5 filed against Defendants in the last four (4) years alleging wage and hour violations; the conduct of
6 Defendants forms a significant basis for Plaintiff's and putative class members' claims; and
7 Plaintiff and putative class members seek significant relief from Defendants.

8 **III. PARTIES**

9 3. Plaintiff brings this action on behalf of herself and other members of the general
10 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
11 is filed are current, former, and/or future employees of Defendants as direct employees as well as
12 temporary employees employed through temp agencies who work as hourly non-exempt
13 employees. At all times mentioned herein, the currently named Plaintiff is and was a resident of
14 California and was employed by Defendants in the State of California within the four (4) years
15 prior to the filing of this Complaint.

16 4. Defendants employed Plaintiff as an hourly non-exempt employee from in or
17 around January 10, 2023 until on or about January 26, 2023.

18 5. Plaintiff is informed and believes and thereon alleges that Defendants employed her
19 and other hourly non-exempt employees throughout the State of California and therefore their
20 conduct forms a significant basis of the claims asserted in this matter.

21 6. Plaintiff is informed and believes and thereon alleges that Defendant S.K.B.
22 CORPORATION is authorized to do business within the State of California and is doing business
23 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
24 were persons acting on behalf of Defendant S.K.B. CORPORATION in the establishment of, or
25 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant S.K.B.
26 CORPORATION operates in Orange County and employed Plaintiff and putative class members
27 in Orange County, at 434 W Levers Place, Orange, CA 9286.

28 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-

1 100 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in
2 his or her capacity as an agent, shareholder, owner, representative, supervisor, independent
3 contractor and/or employee of each Defendants and participated in the establishment of, or
4 ratification of, the aforementioned illegal wage and hour practices or policies.

5 8. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues
6 said Defendants by said fictitious names and will amend this Complaint when the true names and
7 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
8 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
9 Defendants is in some manner responsible for the events and allegations set forth in this
10 Complaint.

11 9. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
12 Defendants was an employer, was the principal, agent, partner, joint venturer, officer, director,
13 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
14 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
15 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
16 of the other defendants so as to be liable for their conduct with respect to the matters alleged in
17 this Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted
18 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
19 Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled,
20 aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendants"
21 means "Defendants and each of them," and refers to the Defendants named in the particular cause
22 of action in which the word appears and includes Defendant S.K.B. CORPORATION and DOES
23 1 to 100, inclusive.

24 10. At all times mentioned herein, each Defendants was the co-conspirator, agent,
25 servant, employee, and/or joint venturer of each of the other Defendants and was acting within the
26 course and scope of said conspiracy, agency, employment, and/or joint venture and with the
27 permission and consent of each of the other Defendants.

28 11. Plaintiff makes the allegations in this Complaint without any admission that, as to

any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

IV. DESCRIPTION OF ILLEGAL PAY PRACTICES

12. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order ("Wage Order"), codified at California Code of Regulations, title 8, section 11010, Defendants are employers of Plaintiff within the meaning of Wage Order 1 and applicable Labor Code sections. Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of herein in violation of the Wage Order and the Labor Code.

13. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under the control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

14. Labor Code sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the Wage Orders.

15. Plaintiff and similarly situated hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) "Rounding down" or "shaving down" Plaintiffs' and similarly situated employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

(b) Requiring Plaintiff and similarly situated employees to wash their hands after clocking out for meal breaks without being paid for that time.

16. Plaintiff and similarly situated employees were not paid for this time resulting in Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly situated

employees worked.

17. Therefore, Defendants suffered, permitted, and required their hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and similarly situated employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194, 1197, and Wage Order 1.

18. Failure to pay wages for overtime hours worked at the overtime rate of pay: Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under the control of the employer and all time the employee is suffered or permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

19. Labor Code sections 510 and 1194 and Wage Order 1 require an employer to compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510; Wage Order 1, §3.

20. Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

21. (a) "Rounding down" or "shaving down" Plaintiffs' and similarly situated employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

22. (b) Requiring Plaintiff and similarly situated employees to wash their hands

1 after clocking out for meal breaks without being paid for that time.

2 23. Plaintiff and similarly situated employees were not paid for this time.

3 24. To the extent the employees had already worked 8 hours in the day and on
4 workweeks they had already worked 40 hours in a workweek, the employees should have been
5 paid overtime for this unpaid time. This resulted in hourly non-exempt employees working time
6 which should have been paid at the legal overtime rate but was not paid any wages in violation of
7 Labor Code sections 510, 1194, and Wage Order 1.

8 25. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
9 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all
10 overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

11 26. **Failure to authorize or permit all legally required and compliant meal periods**
12 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
13 exempt employees, including the named Plaintiff and similarly situated employees, for shifts
14 longer than five (5) hours in length and shifts longer than ten (10) hours in length.

15 27. California law requires an employer to authorize or permit an uninterrupted meal
16 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of
17 work and a second meal period no later than the employee's tenth hour of work. Labor Code
18 section 512; Wage Order 1, §11. If the employee is not relieved of all duties during a meal period,
19 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid
20 "on duty" meal period is only permitted when (1) the nature of the work prevents an employee
21 from being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty
22 meal periods. If the employee is not free to leave the work premises or worksite during the meal
23 period, even if the employee is relieved of all other duty during the meal period, the employee is
24 subject to the employer's control and the meal period is counted as time worked. If an employer
25 fails to provide an employee a meal period in accordance with the law, the employer must pay the
26 employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally
27 required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 1,
28 §11.

1 28. Here, Plaintiff and similarly situated employees worked shifts long enough to
2 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
3 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
4 Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-hour
5 period of work as required by law. Such policies, practices, and/or procedures included, but were
6 not limited to,

7 (a) “Rounding down” or “shaving down” Plaintiffs’ and similarly situated
8 employees’ total daily hours at the time of their clock-ins and clock-outs for meal breaks to the
9 nearest quarter of an hour, to the benefit of Defendants.

10 (b) Failing to provide Plaintiff and similarly situated employees timely,
11 uninterrupted, duty-free meal breaks of at least 30 minutes because Plaintiff and similarly situated
12 employees were required to remain on-duty during their off-the-clock meal breaks to wash their
13 hands.

14 29. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
15 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
16 for each workday the employees did not receive all legally required and compliant meal periods.
17 Defendants employed policies and procedures which ensured that employees did not receive any
18 meal period premium wages to compensate them for workdays in which they did not receive all
19 legally required and compliant meal periods.

20 30. The aforementioned policies, practices, and/or procedures of Defendants resulted in
21 Plaintiff and similarly situated employees not being provided with all legally required and
22 compliant meal periods and/or not receiving premium wages to compensate them for such
23 instances, all in violation of California law.

24 31. **Failure to authorize and permit all legally required and compliant rest periods**
25 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt
26 employees, including the named Plaintiff and similarly situated employees, for shifts of least
27 three-and-a-half (3.5) hours.

28 32. California law requires every employer to authorize and permit an employee a rest

1 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
2 Code section 226.7; Wage Order 1, §12. If the employer fails to authorize or permit a required rest
3 period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of
4 compensation for each workday the employer did not authorize or permit a legally required rest
5 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
6 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
7 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*
8 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 1,
9 §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order
10 1, §12. Additionally, the rest period requirement "obligates employers to permit – and authorizes
11 employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5
12 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
13 relinquish control over how employees spend their time. *Id.*

14 33. In this case, Plaintiff and similarly situated employees regularly worked shifts of
15 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
16 and/or procedures that resulted in their failure to authorize or permit all legally required and
17 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices,
18 and/or procedures included, but were not limited to,

19 (a) Failing to provide Plaintiff and similarly situated employees with net ten (10)
20 minute rest breaks because Plaintiff and similarly situated employees were required to remain on-
21 duty during their rest breaks to wash their hands.

22 34. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
23 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation
24 for each workday the employees did not receive all legally required and compliant rest periods.
25 Defendants employed policies and procedures which ensured that employees did not receive any
26 rest period premium wages to compensate them for workdays in which they did not receive all
27 legally required and compliant rest periods.

28 35. The aforementioned policies, practices, and/or procedures of Defendants resulted in

1 Plaintiff and similarly situated employees not being provided with all legally required and
2 compliant rest periods and/or not receiving premium wages to compensate them for such
3 instances, all in violation of California law.

4 36. **Failure to timely pay final wages:** An employer is required to pay all unpaid
5 wages timely after an employee's employment ends. The wages are due immediately upon
6 termination or within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

7 37. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges
8 that she, and on information and belief, other similarly situated employees, were not paid their
9 final wages in a timely manner as required by Labor Code section 203. Minimum wages for all
10 hours worked, overtime wages for overtime hours worked, meal period premium wages, and/or
11 rest period premium wages (all described above), were not paid at the time of Plaintiff's and other
12 similarly situated employees' separation of employment, whether voluntarily or involuntarily, as
13 required by Labor Code sections 201, 202, and 203.

14 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

15 38. Plaintiff brings this action on behalf of herself, on behalf of others similarly
16 situated, and on behalf of the general public, and as members of a Class defined as follows:

17 A. **Minimum Wage Class:** All current and former hourly non-exempt
18 employees employed by Defendants as direct employees as well as temporary employees
19 employed through temp agencies in California at any time from four (4) years prior to the filing of
20 the initial Complaint in this matter through the date notice is mailed to a certified class who were
21 not paid at least minimum wage for all time they were subject to Defendants' control.

22 B. **Overtime Class:** All current and former hourly non-exempt employees
23 employed by Defendants as direct employees as well as temporary employees employed through
24 temp agencies in California at any time from four (4) years prior to the filing of the initial
25 Complaint in this matter through the date notice is mailed to a certified class who worked more
26 than eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a
27 workweek, to whom Defendants did not pay overtime wages.

28 C. **Meal Period Class:** All current and former hourly non-exempt employees

1 employed by Defendants as direct employees as well as temporary employees employed through
2 temp agencies in California at any time from four (4) years prior to the filing of the initial
3 Complaint in this matter through the date notice is mailed to a certified class who worked shifts
4 more than five (5) hours yet Defendants failed to authorize or permit all required duty-free meal
5 periods of not less than thirty (30) minutes.

6 **D. Rest Period Class:** All current and former hourly non-exempt employees
7 employed by Defendants as direct employees as well as temporary employees employed through
8 temp agencies in California at any time from four (4) years prior to the filing of the initial
9 Complaint in this matter through the date notice is mailed to a certified class who worked shifts of
10 at least three-and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net
11 ten (10) minutes for every four (4) hours worked or major fraction thereof.

12 **E. Waiting Time Class:** All current and former hourly non-exempt employees
13 employed by Defendants as direct employees as well as temporary employees employed through
14 temp agencies in California at any time from three (3) years prior to the filing of the initial
15 Complaint in this action through the date notice is mailed to a certified class who did not receive
16 payment of all unpaid wages upon separation of employment within the statutory time period.

17 **F. California Class:** All aforementioned classes are herein collectively
18 referred to as the “California Class.”

19 39. There is a well-defined community of interest in the litigation and the classes are
20 ascertainable:

21 **A. Numerosity:** While the exact number of class members in each class is
22 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder
23 of all members is impractical under the circumstances of this case.

24 **B. Common Questions Predominate:** Common questions of law and fact
25 exist as to all members of the Plaintiff classes and predominate over any questions that affect only
26 individual members of each class. The common questions of law and fact include, but are not
27 limited to:

28 i. Whether Defendants violated Labor Code sections 1194 and 1197

1 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class
2 Members were subject to Defendants' control;

3 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
4 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
5 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
6 a workweek;

7 iii. Whether Defendants violated Labor Code sections 512 and 226.7, as
8 well as the applicable Wage Order, by employing the Meal Period Class Members without
9 providing all compliant and/or required meal periods and/or paying meal period premium wages;

10 iv. Whether Defendants violated Labor Code section 226.7 by
11 employing the Rest Period Class Members without providing all compliant and/or required rest
12 periods and/or paying rest period premium wages;

13 v. Whether Defendants failed to provide the Waiting Time Class
14 Members with all of their earned wages upon separation of employment within the statutory time
15 period;

16 vi. Whether Defendants committed unlawful business acts or practice
17 within the meaning of Business and Professions Code sections 17200, *et seq.*;

18 vii. Whether Class Members are entitled to unpaid wages, penalties, and
19 other relief pursuant to their claims;

20 viii. Whether, as a consequence of Defendants' unlawful conduct, the
21 Class Members are entitled to restitution, and/or equitable relief; and

22 ix. Whether Defendants' affirmative defenses, if any, raise any common
23 issues of law or fact as to Plaintiff and as to Class Members as a whole.

24 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members
25 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages
26 arising out of Defendants' failure to pay wages at least at minimum wage for all time the
27 employees were subject to Defendants' control. Plaintiff and members of the Overtime Wage
28 Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime

1 hours worked. Plaintiff and members of the Meal Period Class sustained damages arising out of
2 Defendants' failure to provide non-exempt employees with all required meal periods and/or meal
3 periods that were duty-free and not less than thirty (30) minutes and/or failure to pay meal period
4 premium wages as compensation. Plaintiff and members of the Rest Period Class sustained
5 damages arising out of Defendants' failure to provide non-exempt employees with all required rest
6 periods and/or rest periods that were duty-free and of a net ten (10) minutes and/or failure to pay
7 rest period premium wages as compensation. Plaintiff and members of the Waiting Time Class
8 sustained damages arising out of Defendants' failure to provide all unpaid yet earned wages due
9 upon separation of employment within the statutory time limit.

10 **D. Adequacy of Representation:** Plaintiff will fairly and adequately protect
11 the interests of the members of each class. Plaintiff has no interest that is adverse to the interests of
12 the other class members.

13 **E. Superiority:** A class action is superior to other available means for the fair
14 and efficient adjudication of this controversy. Because individual joinder of all members of each
15 class is impractical, class action treatment will permit a large number of similarly situated persons
16 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
17 unnecessary duplication of effort and expense that numerous individual actions would engender.
18 The expenses and burdens of individual litigation would make it difficult or impossible for
19 individual members of each class to redress the wrongs done to them, while important public
20 interests will be served by addressing the matter as a class action. The cost to and burden on the
21 court system of adjudication of individualized litigation would be substantial, and substantially
22 more than the costs and burdens of a class action. Individualized litigation would also present the
23 potential for inconsistent or contradictory judgments.

24 **F. Public Policy Consideration:** Employers throughout the state violate wage
25 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or
26 indirect retaliation. Former employees fear bringing actions because they perceive their former
27 employers can blacklist them in their future endeavors with negative references or by other means.
28 Class actions provide the class members who are not named in the Complaint with a type of

1 anonymity that allows for vindication of their rights.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**

4 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

5 **(Against All Defendants by Plaintiff and the Minimum Wage Class)**

6 40. Plaintiff incorporates all paragraphs above as though fully set forth herein.

7 41. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class
8 were hourly non-exempt employees of Defendants.

9 42. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the
10 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were
11 subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in
12 effect during the time the employees earned the wages.

13 43. Defendants' policies, practices, and/or procedures required Plaintiff and the
14 Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for
15 all of the time in which they were subject to Defendants' control.

16 44. Defendants employed policies, practices, and/or procedures including, but not
17 limited to,

18 (a) "Rounding down" or "shaving down" Plaintiffs' and the Minimum Wage Class's
19 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs
20 for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

21 (b) Requiring 45. Plaintiff and the Minimum Wage Class to wash their hands after
22 clocking out for meal breaks without being paid for that time.

23 45. Plaintiff and the Minimum Wage Class were not paid for this time resulting in
24 Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class
25 worked.

26 46. Plaintiff and the Minimum Wage Class were not paid for this time resulting in
27 Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage Class
28 worked.

47. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage Class have suffered damages in an amount subject to proof, to the extent that they were not paid wages at a minimum wage rate for all hours worked.

48. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE

SECTIONS 510 and 1194

(Against All Defendants by Plaintiff and the Overtime Class)

49. Plaintiff incorporates all paragraphs above as though fully set forth herein.

50. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage Order 1.

51. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 1, hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a workweek.

52. Labor Code section 510, subdivision (a), states in relevant part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

53. Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of

labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

54. Despite California law requiring employers to pay employees a higher rate of pay for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

55. Specifically, Defendants' employed policies, practices, and/or procedures including, but not limited to,

(a) "Rounding down" or "shaving down" Plaintiffs' and the Overtime Class's total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

(b) Requiring Plaintiff and the Overtime Class to wash their hands after clocking out for meal breaks without being paid for that time.

56. Plaintiff and the Overtime Class were not paid for this time.

57. To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime Class being subject to the control of Defendants when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked.

58. As a result of Defendants' unlawful conduct, Plaintiff and the Overtime Class have suffered damages in an amount subject to proof, to the extent that they were not paid at their proper overtime rate of pay for all hours worked which constitute overtime.

59. Pursuant to Labor Code section 1194, Plaintiff and the Overtime Class are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR

CODE SECTIONS 512 AND 226.7

(Against All Defendants by Plaintiff and the Meal Period Class)

60. Plaintiff incorporates all paragraphs above as though fully set forth herein.

1 61. At all times relevant to this Complaint, Plaintiff and the Meal Period Class were
2 hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and
3 the Wage Order.

4 62. California law requires an employer to authorize or permit an employee an
5 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
6 all duties and the employer relinquishes control over the employee's activities no later than the
7 end of the employee's fifth hour of work and a second meal period no later than the employee's
8 tenth hour of work. Labor Code sections 226.7, 512; Wage Order 1, §11; *Brinker Rest. Corp. v.*
9 *Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at
10 the work site or facility during the meal period, the meal period must be paid. This is true even
11 where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v.*
12 *Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee
13 does not receive a required meal or rest period that "the employer shall pay the employee one
14 additional hour of pay at the employee's regular rate of compensation for each work day that the
15 meal or rest period is not provided."

16 63. In this case, Plaintiff and the Meal Period Class worked shifts long enough to
17 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
18 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
19 Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of
20 work as required by law. Such policies, practices, and/or procedures included, but were not limited
21 to,

22 (a) "Rounding down" or "shaving down" Plaintiffs' and the Meal Period Class's total
23 daily hours at the time of their clock-ins and clock-outs for meal breaks to the nearest quarter of an
24 hour, to the benefit of Defendants.

25 (b) Failing to provide Plaintiff and the Meal Period Class timely, uninterrupted, duty-
26 free meal breaks of at least 30 minutes because Plaintiff and the Meal Period Class were required
27 to remain on-duty during their off-the-clock meal breaks to wash their hands.

28 64. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1)

1 hour of pay at their regular rate of pay for each workday they did not receive all legally required
2 and legally compliant meal periods. Defendants lacked a policy and procedure for compensating
3 Plaintiff and the Meal Period Class with premium wages when they did not receive all legally
4 required and legally compliant meal periods.

5 65. Defendants' unlawful conduct alleged herein occurred in the course of employment
6 of Plaintiff and the Meal Period Class and such conduct has continued through the filing of this
7 Complaint.

8 66. Because Defendants failed to provide employees with meal periods in compliance
9 with the law, Defendants are liable to Plaintiff and the Meal Period Class for one (1) hour of
10 additional pay at the regular rate of compensation for each workday that Defendants did not
11 provide all legally required and legally compliant meal periods, pursuant to Labor Code section
12 226.7 and the Wage Order.

13 67. Plaintiff, on behalf of himself and the Meal Period Class seeks damages and all
14 other relief allowable, including a meal period premium wage for each workday Defendants failed
15 to provide all legally required and legally compliant meal periods, plus pre-judgment interest.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION**
18 **OF LABOR CODE SECTION 226.7**

19 **(Against All Defendants by Plaintiff and the Rest Period Class)**

20 68. Plaintiff incorporates all paragraphs above as though fully set forth herein.

21 69. At all times relevant to this Complaint, Plaintiff and the Rest Period Class were
22 employees of Defendants, covered by Labor Code section 226.7 and Wage Order 1.

23 70. California law requires that "[e]very employer shall authorize and permit all
24 employees to take rest periods, which insofar as practicable shall be in the middle of each work
25 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
26 ten (10) minutes net rest time per four (4) hours or major fraction thereof...." Wage Order 1, §12.
27 Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length,
28 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10

1 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53
2 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement
3 “obligates employers to permit – and authorizes employees to take – off-duty rest periods.”
4 *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods
5 employers must relieve employees of all duties and relinquish control over how employees spend
6 their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the
7 applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the
8 employee’s regular rate of compensation for each work day that the rest period is not provided.”
9 Wage Order 1, §12; Labor Code section 226.7.

10 71. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more
11 than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
12 procedures that resulted in their failure to authorize or permit all legally required and compliant
13 rest periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures
14 included, but were not limited to,

15 (a) Failing to provide Plaintiff and the Rest Period Class with net ten (10) minute rest
16 breaks because Plaintiff and the Rest Period Class were required to remain on-duty during their
17 rest breaks to wash their hands.

18 72. Additionally, Defendants failed to pay Plaintiff and the Rest Period Class one (1)
19 hour of pay at their regular rate of pay for each workday they did not receive all legally required
20 and legally compliant rest periods. Defendants lacked a policy and procedure for compensating
21 Plaintiff and the Rest Period Class with premium wages when they did not receive all legally
22 required and legally compliant rest periods.

23 73. Defendants’ unlawful conduct alleged herein occurred in the course of employment
24 of Plaintiff and the Rest Period Class and such conduct has continued through the filing of this
25 Complaint.

26 74. Because Defendants failed to provide employees with rest periods in compliance
27 with the law, Defendants are liable to Plaintiff and the Rest Period Class for one (1) hour of
28 additional pay at the regular rate of compensation for each workday that Defendants did not

1 provide all legally required and legally compliant rest periods, pursuant to Labor Code section
2 226.7 and the Wage Order.

3 75. Plaintiff, on behalf of herself and the Rest Period Class seeks damages and all other
4 relief allowable, including a rest period premium wage for each workday Defendants failed to
5 provide all legally required and legally compliant rest periods, plus pre-judgment interest.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT**

8 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

9 **(Against All Defendants by Plaintiff and the Waiting Time Class)**

10 76. Plaintiff incorporates all paragraphs above as though fully set forth herein.

11 77. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
12 employees of Defendants, covered by Labor Code sections 201 and 202.

13 78. An employer is required to pay all unpaid wages timely after an employee's
14 employment ends. The wages are due immediately upon termination or within seventy-two (72)
15 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
16 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
17 resignation. *Id.*

18 79. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time
19 Class, with all wages earned and unpaid prior to separation of employment, in accordance with
20 either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at
21 all relevant times within the limitations period applicable to this cause of action, Defendants
22 maintained a policy or practice of not paying hourly employees all earned wages timely upon
23 separation of employment.

24 80. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages
25 earned prior to separation of employment timely in accordance with Labor Code sections 201 and
26 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to
27 separation of employment in accordance with Labor Code sections 201 and 202, but intentionally
28 adopted policies or practices incompatible with the requirements of Labor Code sections 201 and

202. Defendants' practices include failing to pay at least minimum wage for all time worked, overtime wages for all overtime hours worked, meal period premium wages, and/or rest period premium wages. When Defendants failed to pay Plaintiff and the Waiting Time Class all earned wages timely upon separation of employment, they knew what they were doing and intended to do what they did.

81. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time Class are entitled to all wages earned prior to separation of employment that Defendants have yet to pay them.

82. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are entitled to continuation of their wages, from the day their earned and unpaid wages were due until paid, up to a maximum of thirty (30) days.

83. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to separation of employment.

84. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code section 203.

85. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and reasonable attorney's fees and costs under Labor Code section 218.5.

FOURTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS
CODE SECTIONS 17200, ET SEQ.

(Against All Defendants by Plaintiff and the California Class)

86. Plaintiff incorporates all paragraphs above as though fully set forth herein.

87. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. This unfair conduct includes Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay

1 employees at least at the minimum wage rate for all hours which they worked; failure to pay
2 overtime wages for all overtime hours worked; failure to authorize or permit all legally required
3 and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit
4 all legally required and/or compliant rest periods or pay rest period premium wages; and failure to
5 timely pay all wages due upon separation of employment. Due to their unfair and unlawful
6 business practices in violation of the Labor Code, Defendants have gained a competitive
7 advantage over other comparable companies doing business in the State of California that comply
8 with their obligations to pay minimum wages for all hours worked; pay overtime wages for all
9 overtime hours worked; authorize or permit all legally required and/or compliant meal periods or
10 pay meal period premium wages; authorize or permit all legally required and/or compliant rest
11 periods or pay rest period premium wages; and timely pay all wages due upon separation of
12 employment.

13 88. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
14 California Class have suffered injury in fact and lost money or property, as described in more
15 detail above.

16 89. Pursuant to Business and Professions Code section 17203, Plaintiff and the
17 California Class are entitled to restitution of all wages and other monies rightfully belonging to
18 them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair
19 business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California
20 Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in
21 each of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable
22 attorney's fees and costs under Code of Civil Procedure section 1021.5 and other applicable
23 statutes.

24 **PRAYER FOR RELIEF**

25 **WHEREFORE, PLAINTIFF ON HER OWN BEHALF AND ON BEHALF OF**
26 **THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

27 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, AND SIXTH CAUSES OF**
28 **ACTION:**

1 1. That the Court determine that this action may be maintained as a class action (for
2 the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of
3 Civil Procedure section 382 and any other applicable law;

4 2. That the named Plaintiff be designated as a class representative for the California
5 Class (and all sub-classes thereof);

6 3. For a declaratory judgment that the policies, practices, and/or procedures
7 complained herein are unlawful; and

8 4. For an injunction against Defendants enjoining them, and any and all persons
9 acting in concert with them, from engaging in each of the unlawful policies, practices, and/or
10 procedures set forth herein.

11 **ON THE FIRST CAUSE OF ACTION:**

12 1. That Defendants be found to have violated the minimum wage provisions of the
13 Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

14 2. For damages, according to proof, including but not limited to unpaid wages;

15 3. For any and all legally applicable penalties;

16 4. For liquidated damages pursuant to Labor Code section 1194.2;

17 5. For pre-judgment interest, including but not limited to that recoverable under Labor
18 Code section 1194, and post-judgment interest;

19 6. For attorneys' fees and costs of suit, including but not limited to that recoverable
20 under Labor Code section 1194;

21 7. For pre-judgment interest, including but not limited to that recoverable under Labor
22 Code section 218.6, and post-judgment interest; and

23 8. For such other further relief, in law and/or equity, as the Court deems just or
24 appropriate.

25 **ON THE SECOND CAUSE OF ACTION:**

26 1. That Defendants be found to have violated the overtime provisions of the Labor
27 Code and the IWC Wage Order as to Plaintiff and the Overtime Class;

28 2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the meal period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;
2. For damages, according to proof, including unpaid premium wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FOURTH CAUSE OF ACTION:

1. That Defendants be found to have violated the rest period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;
2. For damages, according to proof, including unpaid premium wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FIFTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the Waiting

Time Class;

1. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code section 203 and any other legally applicable damages or penalties;

2. For pre-judgment interest, including under Labor Code section 218.6, and post-judgment interest;

3. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 218.5; and

4. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SIXTH CAUSE OF ACTION:

1. That Defendants be found to have violated Business and Professions Code sections 17200, *et seq.*, for the conduct alleged herein as to the California Class;

2. A declaratory judgment that the practices complained herein are unlawful;

3. An injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies and patterns set forth herein;

4. For restitution to the full extent permitted by law;

5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Code of Civil Procedure section 1021.5; and

6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

Dated: February 29, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Aleksandra Urban, Esq.
Attorneys for Plaintiff
ANA MARTHA RAMIREZ DE SANTOS
on behalf of herself and others similarly situated

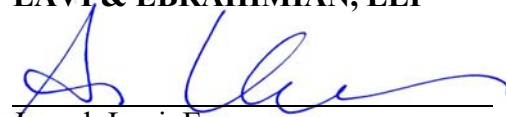
1 **DEMAND FOR JURY TRIAL**

2 Plaintiff ANA MARTHA RAMIREZ DE SANTOS demands a trial by jury for herself and
3 the California Class on all claims so triable.

4
5 Dated: March 20, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

6
7 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Aleksandra Urban, Esq.
Attorneys for Plaintiff
ANA MARTHA RAMIREZ DE SANTOS
on behalf of herself and others similarly situated