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11 *situated*

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

09/10/2025

Clerk of the Court

BY: DAEJA ROGERS

Deputy Clerk

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO**

14 LONDY CABRERA, individually, and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 PIZZA MADISON LLC, a California limited
19 liability company; and DOES 1 through 50,
20 inclusive,

21 Defendants.

CASE NUMBER: **CGC-25-628992**

CLASS ACTION COMPLAINT

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay Timely Wages
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Furnish Accurate Itemized Statements
8. Failure to Maintain Required Records
9. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
10. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

11. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 This is a Class and Representative Action brought by Londy Cabrera, individually and on
2 behalf of all others similarly situated (“Plaintiff”), relating to systemic violations of California
3 wage and hour laws by her former employer, Pizza Madison LLC (hereinafter referred to as “Pizza
4 Madison” or “Defendant”). Plaintiff makes the following allegations on information and belief,
5 except as to allegations pertaining to Plaintiff individually, which are based on her personal
6 knowledge.

7 **INTRODUCTION**

8 1. As private, for-profit businesses, Defendant has implemented common policies and
9 practices that have resulted in systemic violations of California’s wage and hour laws.

10 2. Defendant maximizes profits by cutting labor costs, grossly understaffing, denying
11 meal and rest breaks, systematically requiring off-the-clock work, and cheating employees out of
12 minimum and overtime wages and premium payments.

13 3. Defendant has implemented unlawful written policies with respect to meal and rest
14 breaks. Defendant also requires its non-exempt employees, who are informed that the needs of the
15 businesses take top priority, to work through meal and rest breaks, to take untimely meal periods
16 and to remain on call during such breaks. As a result, Plaintiff and other Class members have been
17 denied the ability to take the meal and rest breaks that they were and are legally entitled to take.

18 4. Defendant also failed to compensate non-exempt employees at their regular rate
19 of pay for meal and rest period premium payments, to the extent any are paid, and non-
20 discretionary bonus payments are not calculated into the regular rate of pay for non-exempt
21 employees which results in the systematic underpayment of wages to Plaintiff and other non-
22 exempt employees. Defendant also issued inaccurate wage statements to Plaintiff and the other
23 Class members by not include their addresses on the middle portion of the wage statements.
24 Finally, Defendant has failed to pay final wages to Plaintiff and other on-exempt, hourly
25 employees who were employed by Defendant.

26 5. Plaintiff seeks declaratory, compensatory and other statutorily available relief for
27 herself and a Class of all current and former non-exempt employees of Defendant during the
28 applicable limitations period to compensate these workers for the wages Defendant has stolen

1 from them and to protect current and future workers from being subjected to similar unlawful
2 working conditions perpetrated by Defendants.

3 **JURISDICTION AND VENUE**

4 6. The Superior Court of the State of California has jurisdiction in this matter
5 because Plaintiff is a resident of the State of California, and Defendant is licensed to do business
6 under the laws of the State of California.

7 7. Venue is proper in this judicial district and the County of San Francisco because
8 Defendant maintains and operates one or more restaurants in the County of San Francisco and
9 Plaintiff and the other Class members worked for Defendant in the City of San Francisco, a city
10 located in the County of San Francisco.

11 8. Venue is also proper in this judicial district and the County of San Francisco
12 because Plaintiff was assigned to work for Defendant as a Cook, Cashier and food preparer in the
13 County of San Francisco. Many non-exempt, hourly employees also worked for Defendant in the
14 County of San Francisco.

15 9. Defendant employed Plaintiff and other non-exempt, hourly employees within the
16 State of California, County of San Francisco, and the unlawful acts alleged herein have a direct
17 effect on Plaintiff and other non-exempt, hourly employees.

18 **THE PARTIES**

19 10. Plaintiff is a citizen of the State of California and currently resides in the County of
20 San Francisco. During the relevant time period, Plaintiff was employed by Defendant as a Cook,
21 Cashier and food preparer, a nonexempt, hourly position. Plaintiff was employed with Defendant
22 from May of 2021, through December 13, 2024.

23 11. Plaintiff is informed and believes, and thereon alleges, that Defendant, Pizza
24 Madison LLC, is and at all times relevant hereto was, a limited liability company organized and
25 existing under the laws of the State of California.

26 12. At all relevant times herein, Defendant and each of its affiliated entities were the
27 joint employer of Plaintiff and the other non-exempt, hourly employees. Defendant and each of
28 their affiliated entities were the alter egos, divisions, affiliates, integrated enterprises, joint

1 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
2 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant
3 was completely dominated by his, her or its co-Defendant, and each was the alter ego of the other.
4 Moreover, at all material times there has been extensive interrelation of operations, common
5 management, centralized control of labor relations with respect to Plaintiff and the other non-
6 exempt, hourly employees, and common ownership or financial control between all Defendant.

7 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
8 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy.
9 Managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned
10 below was acting, at least in part, within the course and scope of that authority as such agent,
11 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
12 the permission and consent of the co-Defendants. Plaintiff also alleges that the acts of each
13 Defendant are legally attributable to the other Defendants.

14 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
15 sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint venture,
16 alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendant, and was
17 acting, at least in part, within the course and scope of such employment and agency, with the
18 express and implied permission, consent and knowledge, approval and/or ratification of the other
19 Defendant. The above co-Defendant, managing agents, and supervisors, aided, abetted, condoned,
20 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

21 **CLASS ACTION ALLEGATIONS**

22 15. Plaintiff brings this action on behalf of herself, and the following similarly
23 situated Class of individuals ("Class members"):

24 All hourly and nonexempt employees who were employed by Defendant at
25 any time in the state of California during the relevant statute of limitations
period.

26 16. Plaintiff reserves the right to name additional Class representatives as may be
27 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of
28

1 the proposed Class and/or add subclasses before the Court determines whether certification is
2 appropriate.

3 17. This action is appropriately suited for a class action because:

4 A. The proposed Class is a significant number. Plaintiff is informed and
5 believes that the proposed Class consists of at least fifty (50) current and former non-exempt
6 employees, rendering joinder impractical.

7 B. This action involves common questions of law and fact to the proposed
8 Class because the action focuses on Defendant's systematic course of illegal payroll practices
9 and policies, which was applied to all non-exempt employees in uniform violation of the
10 California Labor Code, IWC Wage Orders, and the California Business and Professions Code,
11 which prohibits unfair business practices arising from such violations. Here are a few common
12 questions of law and fact that will drive resolution of this action:

- 13 1. Whether Defendant failed to provide non-exempt employees with legally
14 compliant meal periods and rest breaks, and whether Defendant properly
15 paid premium pay at the appropriate regular rate as a result of missed and
16 non-compliant meal periods and rest breaks;
- 17 2. Whether Defendant failed to timely pay wages to non-exempt employees
18 in compliance with California law;
- 19 3. Whether Defendant failed to pay overtime and minimum wages to non-
20 exempt employees in compliance with California law;
- 21 4. Whether Defendant failed to maintain required records and accurate wage
22 statements for non-exempt employees;
- 23 5. Whether Defendant failed to pay non-exempt employees all wages due,
24 for all hours worked, including overtime wages at the regular rate of pay
25 based upon commission payments;
- 26 6. Whether Defendant engaged in unfair and/or unlawful business practices.

27 C. Plaintiff's claims are typical of the proposed Class because Defendant
28 subjected all of their non-exempt employees to the similar and overlapping violations of the

1 California Labor Code, the applicable IWC wage order, and the California Business and
2 Professions Code.

3 D. Plaintiff is able to fairly and adequately protect the interests of all
4 members of the proposed Class because it is in her best interests to prosecute the claims alleged
5 herein to obtain full compensation due to the proposed Class for all services rendered and hours
6 worked. Plaintiff has also retained counsel that is experienced in wage and hour class action
7 litigation.

8 **FIRST CAUSE OF ACTION**
9 **Failure to Provide Required Meal Periods**
10 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; and All Applicable IWC**
11 **Wage Orders and Applicable Sections]**
12 **(On Behalf of Plaintiff and the Class Against all Defendants)**

13 18. Plaintiff incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 17 (A) – (D).

15 19. During the statute of limitations period, as part of Defendant's unlawful policies
16 and practices to deprive their non-exempt employees of all wages earned and due, Defendant
17 required, permitted or otherwise suffered Plaintiff and Class members to perform work during
18 their meal periods, to completely skip their meal periods, to take late and short meal periods,
19 working during meal periods, and Defendant has otherwise failed to provide the required meal
20 periods to Plaintiff and Class members as required under California Labor Code §§ 226.7, 512,
21 and § 11 of the applicable IWC Order.

22 20. Moreover, Defendant interfered with and restricted the ability of Plaintiff and
23 Class members to take meal periods by not permitting Plaintiff and the other Class members to
24 leave their work areas when taking meal periods.

25 21. Defendant has implemented several common policies and practices that have
26 caused Plaintiff and Class members to systematically miss and otherwise take non-compliant
27 meal periods.

28 22. Defendant grossly understaff its restaurants such that non-exempt employees are
given so much work to complete that they regularly miss or take non-compliant meal periods.

1 As a direct consequence of this understaffing, Plaintiff and Class members have so much work to
2 complete within their scheduled shifts that they are forced to skip their meal periods altogether,
3 to take them after working longer than five (5) hours, to perform work during their meal periods,
4 or return to work after taking less than a thirty (30) minute meal period.

5 23. Moreover, Defendant failed to implement adequate policies or procedures to
6 provide meal periods to their non-exempt employees. Among other things, Defendant
7 overworked Plaintiff and Class members and did not adequately advise them of their rights to
8 take meal periods, and systematically denied them the opportunity to take meal periods,
9 including second meal periods during shifts of ten hours or longer.

10 24. Defendant has also violated California Labor Code §§ 226.7, all applicable wage
11 orders and applicable sections, and the California Unfair Competition Law, Cal. Bus. & Prof.
12 Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff and Class members who were not
13 authorized and permitted to take a complete, timely, uninterrupted meal period, in accordance
14 with the applicable wage order, one additional hour of compensation at the proper regular rate of
15 pay for each workday that such a meal period was not authorized or permitted.

16 25. Defendant further violated California Labor Code sections 226.7, 510, 1194,
17 1197, IWC Wage Order No. 5-2001, and all applicable IWC Wage Orders, by failing to
18 compensate Plaintiff and Class members for all hours worked during their meal periods.

19 26. As a proximate result of the aforementioned violations, Plaintiff and Class
20 members have been damaged in an amount according to proof at trial, and seek all wages earned
21 and due, interest, penalties, expenses, and costs of suit.

22 **SECOND CAUSE OF ACTION**

23 **Failure to Provide Required Rest Breaks**

24 **[Cal. Lab. Code §§ 226.7, 512; and All Applicable IWC Wage Orders
and Applicable Sections]**

25 **(On Behalf of Plaintiff and the Class Against all Defendants)**

26 27. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in paragraphs 1 through 26.

28 28. At all times relevant herein, as part of Defendant's illegal policies and practices to

1 deprive its non-exempt employees of all wages earned and due, Defendant failed to permit
2 Plaintiff and Class members to take rest breaks as required under California Labor Code §§
3 226.7 and 512, and § 12 of the applicable IWC Wage Order.

4 29. As with meal periods, Defendant's policies and practices caused Plaintiff and
5 Class members to miss or otherwise take non-compliant rest periods by, among other things,
6 giving them unreasonable amounts of work that had to be completed within their shift such that
7 rest periods simply could not be taken. This was the result of systematic understaffing of its
8 affiliated restaurants. Further, as set forth above, Defendant implemented skeletal staffing
9 policies, which resulted in the inability of Plaintiff and Class members to take compliant rest
10 periods. In addition, Defendant did not adequately notify Plaintiff and Class members of their
11 rights to take rest periods, and systematically denied them the opportunity to take rest periods,
12 including all rest periods required during long shifts, which at times exceeded 12 consecutive
13 hours.

14 30. Defendant further violated California Labor Code § 226.7, IWC Wage Order No.
15 5-2001, § 12, all other applicable IWC Wage Orders and the California Unfair Competition Law,
16 Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class members who
17 were not provided with a rest break, in accordance with the applicable wage order, one additional
18 hour of compensation at the proper regular rate of pay for each workday that a rest break was not
19 provided.

20 31. As a proximate result of the aforementioned violations, Plaintiff and Class
21 members have been damaged in an amount according to proof at trial, and seek all wages earned
22 and due, interest, penalties, expenses, and costs of suit.

23 **THIRD CAUSE OF ACTION**

24 **Failure to Pay Overtime Wages**

25 **[Cal. Lab. Code §§ 510, 1194, 1198; and All Applicable IWC Wage Orders
and Applicable Sections]**

26 **(On Behalf of Plaintiff and the Class against all Defendants)**

27 32. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 31.

1 33. Pursuant to California Labor Code §§ 510, 1194, and all applicable wage orders
2 and applicable sections, Defendant is required to compensate Plaintiff and Class members for all
3 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
4 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
5 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
6 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
7 on the seventh consecutive day of work in any workweek.

8 34. Plaintiff and Class members are current and former direct and temporary hourly
9 paid employees entitled to the protections of California Labor Code §§ 510, 1194, and all
10 applicable IWC Wage Orders. During the statute of limitations period, Defendant failed to
11 compensate Plaintiff and Class members for all overtime hours worked as required under the
12 foregoing provisions of the California Labor Code and IWC Wage Order by, among other
13 methods: failing to pay any overtime compensation; failing to properly calculate the regular rate
14 of pay for the purposes of calculating overtime pay owed and due; requiring, permitting or
15 suffering Plaintiff and Class members to work off-the-clock; illegally rounding time worked so
16 as to deprive Plaintiff and the Class members of wages; requiring, suffering, or permitting
17 Plaintiff and Class members to work through meal and rest periods but not compensating them
18 for this time, failing to include this time in all hours worked; failing to pay the highest regular
19 rate of pay based upon nondiscretionary bonus/commission payments; failing to pay for training
20 time; editing or otherwise manipulating the overtime hours worked, and other methods to be
21 discovered.

22 35. In a short-sighted attempt to maximize profits, Defendant understaffed its pizza
23 restaurants. Not only has this practice resulted in widespread missed meal and rest breaks, but it
24 has also caused Plaintiff and Class members to perform significant amounts of work while off-
25 the-clock. Defendant know and is aware that Plaintiff and Class members performed this work
26 off-the-clock work because managers see them doing this work well before the beginning of the
27 start and end of their scheduled shifts.

28 36. In violation of California law, Defendant knowingly and willfully refused to

1 perform its obligations to compensate Plaintiff and Class members for all wages earned and all
2 hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class
3 members have suffered, and continue to suffer, substantial losses related to the use and
4 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in
5 seeking to compel Defendant to fully perform its obligations under state law, all to their
6 respective damages in amounts according to proof at time of trial, and within the jurisdiction of
7 this Court.

8 37. Defendant's conduct described herein violates California Labor Code §§ 510,
9 1194, 1198 and all applicable IWC Wage Orders and applicable sections. Therefore, pursuant to
10 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions
11 under the California Labor Code and IWC Wage Orders, Plaintiff and Class members are
12 entitled to recover the unpaid balance of wages owed to them by Defendant, plus interest,
13 penalties, attorneys' fees, expenses, and costs of suit.

14 **FOURTH CAUSE OF ACTION**
15 **Failure to Pay Minimum Wages**
16 **[Cal. Lab. Code §§ 1194, 1197; All Applicable IWC Wage Orders and Applicable Sections]**
(On Behalf of Plaintiff and the Class against all Defendants)

17 38. Plaintiff incorporates herein by specific reference, as though fully set forth, the
18 allegations in paragraphs 1 through 37.

19 39. Pursuant to Cal. Lab. Code §§ 1194, 1197, and all applicable IWC Wage Orders
20 and applicable sections, payment to an employee of less than the applicable minimum wage for
21 all hours worked in a payroll period is unlawful.

22 40. During the statute of limitations period, the hourly rates for Plaintiff and Class
23 members were precisely at minimum wage. Based on this common practice, Defendant failed to
24 actually pay Plaintiff and Class members minimum wages for all hours worked by requiring,
25 permitting or suffering them to work off-the-clock, such as requiring them to work through meal,
26 rest breaks, but not compensating them for this time, and failing to include this time in all hours
27 worked, engaging in illegal and unlawful rounding and time entry manipulation practices, failing
28 to pay for travel time; and other methods to be discovered.

1 41. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and
2 all applicable IWC Wage Orders and applicable sections. As a proximate result of the
3 aforementioned violations, Plaintiff and other Class members have been damaged in an amount
4 according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558,
5 1194, 1197.1, and any other applicable law, Plaintiff and other aggrieved employees are entitled
6 to recover the unpaid balance of wages owed to them by Defendant, plus interest, penalties,
7 attorneys' fees, expenses, and costs of suit.

8 **FIFTH CAUSE OF ACTION**
9 **Failure to Pay Timely Wages**
 [Cal. Lab. Code §§ 204, 210]
10 ***(On Behalf of Plaintiff and the Class against all Defendants)***

11 42. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in paragraphs 1 through 41.

13 43. California Labor Code § 204 provides that all wages earned by any person in any
14 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
15 wages due upon termination of an employee, are due and payable between the 16th and 26th day
16 of the month during which the labor was performed. California Labor Code § 204 further
17 provides that all wages earned by any person in any employment between the 16th and the last
18 day, inclusive, of any calendar month, other than those wages due upon termination of an
19 employee, are due and payable between the 1st and the 10th day of the following month.
20 California Labor Code § 204 further provides that all wages eared for labor in excess of the
21 normal work period shall be paid no later than the payday for the next regular payroll period.

22 44. During the statute of limitations period, Defendant, among other things, willfully
23 failed to pay Plaintiff and Class members all wages earned and due to them, including but not
24 limited to, meal and rest break premiums, and payment for work performed off-the-clock, within
25 any time period permissible under Labor Code § 204.

26 45. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff
27 and Class members are entitled to all available statutory penalties, including but not limited to,
28

1 civil penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and
2 other applicable provisions under the California Labor Code and IWC Wage Orders, and an
3 award of costs, expenses, and reasonable attorneys' fees.

4 **SIXTH CAUSE OF ACTION**
5 **Failure to Pay All Wages Due to Discharged and Quitting Employees**
6 **[Cal. Lab. Code §§ 201, 202, 203]**
7 **(On Behalf of Plaintiff and the Class against all Defendants)**

8 46. Plaintiff incorporates herein by specific reference, as though fully set forth, the
9 allegations in paragraphs 1 through 45.

10 47. Pursuant to California Labor Code §§ 200, 201, 202, and 203, Defendant is
11 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
12 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
13 and unpaid at the time of discharge are due and payable immediately.

14 48. Furthermore, pursuant to California Labor Code § 202, Defendant is required to
15 pay all accrued wages due to an employee no later than seventy-two (72) hours after the
16 employee quits his or her employment, unless the employee provided seventy-two (72) hours
17 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
18 wages at the time of quitting.

19 49. California Labor Code § 203 provides that if an employer willfully fails to pay, in
20 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
21 discharged or who quits, the employer is liable for waiting time penalties in the form of
22 continued compensation to the employee at the same rate for up to thirty (30) workdays.

23 50. During the statute of limitations period, Defendant has willfully failed to pay
24 accrued wages and other compensation to Plaintiff and Class members in accordance with
25 California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to provide
26 Plaintiff and Class members with their final paychecks within the timeframes required under
27 California law. In addition, because Defendant has failed and continue to fail to properly
28 compensate Plaintiff and Class members for all hours worked when due, overtime wages, and
compensation for non-compliant meal and rest breaks, Defendant has also willfully failed and

1 continues to fail to pay accrued wages and other compensation to Plaintiff and Class members in
2 accordance with California Labor Code §§ 201 and 202.

3 51. As a result, Plaintiff and Class members are entitled to all available statutory
4 penalties, including the waiting time penalties provided in California Labor Code § 203, together
5 with interest thereon, as well as other available remedies.

6 52. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff
7 and Class members have been deprived of compensation in an amount according to proof at the
8 time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such
9 amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code
10 § 1194.

11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Furnish Accurate Itemized Wage Statements**
13 **[Cal. Lab. Code §§ 226, 246, 248.1, 248.2 and 248.6; and All Applicable**
14 **IWC Wage Orders and Applicable Sections]**
15 **(On Behalf of Plaintiff and the Class against all Defendants)**

16 53. Plaintiff incorporates herein by specific reference, as though fully set forth, the
17 allegations in paragraphs 1 through 52.

18 54. During the statute of limitations period, Defendant routinely failed to provide
19 Plaintiff and Class members with timely, accurate, and itemized wage statements in writing
20 showing each employee's gross wages earned, total hours worked, all deductions made, net
21 wages earned, and all applicable hourly rates in effect during each pay period and the
22 corresponding number of hours worked at each hourly rate, setting forth the legal address of the
23 employer, all in violation of California Labor Code § 226 and all applicable IWC Wage Orders
24 and applicable sections.

25 55. Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the
26 applicable rates of pay for regular and overtime hours worked by Plaintiff and Class members.
27 Further, Defendant was and is not providing Plaintiff and other Class members with proper meal
28 periods and rest breaks but intentionally fails to include in their wage statements one (1)
additional hour of compensation at their regular rates of pay for each non-compliant meal period

1 or rest break which include but not limited to, shift differentials, nondiscretionary bonuses, etc.
2 Finally, Defendant fails to include the address of employer on the detachable wage statements
3 portion provided to Plaintiff and the other Class members. These are violations of Labor Code
4 §226.

5 56. Defendant knowingly and intentionally failed to provide Plaintiff and Class
6 members with timely, accurate, and itemized wage statements in accordance with California
7 Labor Code § 226(a) so as to prevent Plaintiff and Class members from being able to determine
8 whether they were being paid for, among other things, all of the hours they worked and at the
9 proper rates of pay.

10 57. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff
11 and Class members have been damaged in an amount according to proof at trial, and seek all
12 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
13 entitled to all available penalties, including but not limited to penalties pursuant to California
14 Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable
15 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as
16 well as other available remedies.

17 **EIGHTH CAUSE OF ACTION**
18 **Failure to Maintain Required Records**
19 **[Cal. Lab. Code §§ 226, 1174; and All Applicable IWC Wage Orders**
20 **and Applicable Sections]**
21 **(On Behalf of Plaintiff and the Class against all Defendants)**

22 58. Plaintiff incorporates herein by specific reference, as though fully set forth, the
23 allegations in paragraphs 1 through 57.

24 59. During the statute of limitations period, as part of Defendant's illegal payroll
25 policies and practices to deprive Plaintiff and Class members of all wages earned and due,
26 Defendant knowingly and intentionally failed to maintain records as required under California
27 Labor Code §§ 226, 1174, and all applicable IWC Wage Orders and applicable sections,
28 including but not limited to, the following records: total daily hours worked by each non-exempt
employee; applicable rates of pay; all deductions; meal periods; time records showing when each

1 non-exempt employee begins and ends each workday; and accurate itemized wage statements.

2 60. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff
3 and Class members have been damaged in an amount according to proof at trial, and are entitled
4 to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
5 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to
6 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and
7 reasonable attorneys' fees, including but not limited to those provided in California Labor Code
8 § 226(e), as well as other available remedies.

9 **NINTH CAUSE OF ACTION**
10 **Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties**
11 **[Cal. Lab. Code § 2802]**
 (On Behalf of Plaintiff and the Class against Defendants)

12 61. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in paragraphs 1 through 60.

14 62. California Labor Code § 2802(a) requires an employer to indemnify an employee
15 for all necessary expenditures or losses incurred by the employee in direct consequence of the
16 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

17 63. During the Class period, Defendant knowingly and willfully failed to indemnify
18 Plaintiff and Class members for all business expenses and/or losses incurred in direct
19 consequence of the discharge of their duties while working under the direction of Defendant,
20 including but not limited to, the costs and expenses related to their uniforms and uniform
21 maintenance, cellular phones, mileage reimbursements, all in violation of California Labor Code
22 § 2802.

23 64. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff
24 and Class members have been damaged in an amount according to proof at trial, and seek
25 reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor
26 Code § 2802(b). Additionally, Plaintiff and Class members are entitled to all available statutory
27 penalties and an award of costs, expenses, and reasonable attorneys' fees, including those
28 provided in California Labor Code § 2802(c), as well as other available remedies.

TENTH CAUSE OF ACTION
Unfair and Unlawful Business Practices
[Cal. Bus. & Prof. Code § 17200 *et. seq.*]
(On Behalf of Plaintiff and the Class against all Defendants)

65. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 64.

66. Each and every one of Defendant's acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Orders as alleged herein, including but not limited to, Defendant's failure to provide required meal and rest breaks, failure to pay proper overtime compensation, failure to pay all wages due to discharged or quitting employees or to pay timely wages, failure to furnish accurate itemized wage statements, and failure to maintain required records, all constitute an unfair and unlawful business practice under California Business and Professions Code § 17200 *et seq.*

67. Defendant's violations of California wage and hour laws constitute unfair business practices because the aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

68. Among other practices, Defendant has avoided payment of wages, overtime wages, the provision of meal and rest breaks, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Orders. Further, Defendant has failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

69. As a result of these unfair and unlawful business practices, Defendant has reaped unfair and illegal profits during the Class period at the expense of Plaintiff and Class members, and members of the public. Defendant should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and Class members.

70. Defendant's unfair and unlawful business practices entitle Plaintiff and Class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendant account for, disgorge, and restore to Plaintiff and Class members the wages and

1 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to
2 restitution of all monies to be disgorged from Defendant in an amount according to proof at the
3 time of trial.

4 **ELEVENTH CAUSE OF ACTION**
5 **Representative Action for Civil Penalties**
6 **[Cal. Lab. Code §§ 2698- 2699.5]**

7 ***(On Behalf of Plaintiff and Other Aggrieved Employees against all Defendants)***

8 71. Plaintiff incorporates herein by specific reference as though fully set forth the
9 allegations in paragraphs 1 through 70, with exception of the allegations in Paragraphs 15
10 through 17(A-D).

11 72. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code
12 § 2699(c), and are proper representatives to bring a civil action on behalf of themselves, and
13 other non-exempt employees of Defendant who are California citizens, pursuant to the
14 procedures specified in California Labor Code § 2699.3, because Plaintiff was employed by
15 Defendant and the alleged violations of the California Labor Code were committed against
16 Plaintiff.

17 73. Plaintiff seeks to recover civil penalties through a representative action permitted
18 by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969.
19 Thus, class certification is not required.

20 74. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
21 Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to
22 penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1775,
23 6401.7, 6401.9, 6428, 6429, 6721, and all applicable IWC wage order penalties, from Defendants
24 in a representative action for the violations set forth above, including but not limited to, violations
25 of California Labor Code §§ 201, 202, 203, 226, 226.7, 351, 510, 512, 1174, 1194, 1197, 1198,
26 1774 and failure to provide suitable seating pursuant to IWC Wage Order No. 5-2001, Sections 14
27 and 15. Plaintiff is also entitled to an award of reasonable attorneys’ fees and costs pursuant to
28 California Labor Code § 2699(g)(1).

75. Pursuant to California Labor Code §§ 2699.3, on March 4, 2025, Plaintiff

1 provided written notice by certified mail to the California Labor and Workforce Development
2 Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code and
3 IWC Wage Orders alleged to have been violated, including the facts and theories to support the
4 alleged violations. Within sixty-five (65) calendar of the postmark date of Plaintiff’s notice
5 letter, the LWDA did not provide notice to Plaintiff that it intends to investigate the alleged
6 violations. Therefore, Plaintiff has complied with all of the requirements set forth in California
7 Labor Code § 2699.3 to commence a representative action under PAGA.

8 76. California Labor Code § 2699(f) provides that for all California Labor Code
9 violations for which a civil penalty is not specifically provided, the following civil penalties are
10 established: one hundred dollars (\$100) for each aggrieved employee per pay period for the
11 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
12 each subsequent violation.

13 77. Plaintiff seeks to recover such civil penalties under California Labor Code §
14 2699(f) for Defendant violations of California Labor Code provisions for which a civil penalty is
15 not specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203,
16 204, 226.7, 1197, 1024.5, and for the violations of the applicable IWC Wage Order alleged
17 above.

18 78. All civil penalties sought and recovered under this action will be allocated as
19 follows: sixty-five (65) percent to the State of California and thirty-five (35) percent to Plaintiff
20 and the aggrieved employees.

21 79. Plaintiff additionally seeks reasonable attorneys’ fees and costs pursuant to
22 California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly
25 situated, respectfully prays for relief against Defendants and DOES 1 through 50, inclusive, and
26 each of them, as follows:

- 27 1. For compensatory damages in an amount to be ascertained at trial;
- 28

2. For restitution of all monies due to Plaintiff and Class members, as well as disgorged profits from the unfair and unlawful business practices of Defendants;
3. For meal and rest break compensation pursuant to California Labor Code § 226.7 and all applicable IWC Wage Orders and applicable sections;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunctive relief enjoining Defendants from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 354, 558, 1174.5, 1197.1, and 2699;
8. For interest on the unpaid wages at 10 percent per annum pursuant to California Labor Code §§ 218.6, 1194, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 226, 1194, 2802, and 2699, and California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First through Tenth Causes of Action as a class action;
12. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as Class counsel; and

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13. For such further relief that the Court may deem just and proper.

DATED: September 10, 2025

THE WHEELER LAW FIRM, APC



By: _____

Scott Ernest Wheeler
Justin A. Wheeler

*Attorney for Plaintiff and all others similarly
situated*

DEMAND FOR JURY TRIAL

Plaintiff on behalf of herself and all others similarly situated, hereby demands a jury trial
with respect to all issues triable of right by jury.

DATED: September 10, 2025

THE WHEELER LAW FIRM, APC



By: _____

Scott Ernest Wheeler
Justin A. Wheeler

*Attorney for Plaintiff and all others similarly
situated*