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Executive Officer/Clerk of Court,
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Attorney for Plaintiff,
FALLON NICOLE LYTWYN, on behalf
of herself and all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

FALLON NICOLE LYTWYN, an
individual, on behalf of herself and all others
similarly situated,

Plaintiffs,

v.

NEW YORK LIFE INSURANCE
COMPANY, a New York corporation; and
DOES 1 through 20, inclusive,

Defendants.

CLASS ACTION COMPLAINT

Case No. **25STCV12282**

- 1. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 2. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
- 3. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 4. FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES (CAL. LABOR CODE §2802)**
- 5. FAILURE TO PAY SICK TIME (CAL. LABOR CODE §246);**
- 6. FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7);**
- 7. FAILURE TO PROVIDE MEAL PERIODS (CAL. LABOR CODE § 512);**
- 8. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 9. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**

**10. UNFAIR COMPETITION (BUS. &
PROF. CODE §17200 ET SEQ.).**

DEMAND OVER \$35,000

DEMAND FOR JURY TRIAL

PLAINTIFF, FALLON NICOLE LYTWYN, an individual on behalf of herself and all other similarly situated employees (hereinafter collectively referred to as "Class Plaintiffs"), hereby files this Complaint against Defendant NEW YORK LIFE INSURANCE COMPANY, a New York corporation, and DOES 1 through 20 (hereinafter collectively referred to as "Defendants"). Plaintiffs are informed and believe, and thereon allege as follows:

INTRODUCTION

1. This is a civil action seeking recovery for Defendants' violations of the California Labor Code, California Business and Professions Code ("B&PC"), the applicable Wage Orders issued by the California Industrial Welfare Commission (hereinafter, the "IWC Wage Orders") and related common law principles.

2. Plaintiffs' action seeks monetary damages and injunctive relief, including full restitution from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

3. Class Plaintiffs will also file a Private Attorney General Act ("PAGA") notice with the Labor and Workforce Development Agency and the Complaint will be later amended to include a PAGA cause of action, seeking recovery of civil penalties under the PAGA General Act of 2004, Cal. Labor Code §2699 et seq.

4. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from April 23, 2021 up to and through the time of trial for this matter. This is hereinafter the "Class Period."

5. The "Class Plaintiffs" are all current and former financial professionals, financial advisors, and registered representatives (or those with substantially similar titles), whom were

1 employed by Defendants from on or about April 21, 2021 up to and through the time of trial in
2 this matter.

3 6. The claims are based on Defendants' failure to pay wages, failure to pay minimum
4 wage for all hours worked, failure to pay overtime, failure to provide meal and rest breaks, failure
5 to reimburse for necessary business expenses, failure to provide sick pay, failure to provide
6 accurate and itemized wage and hour statements, and failure to pay earned and due wages upon
7 separation of employment.

8 9 JURISDICTION AND VENUE

10 7. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this
11 action is properly filed in Los Angeles County, because Defendants' obligations and liability arise
12 therein, because Defendants maintain offices and transact business within Los Angeles County,
13 and because the work that is the subject of this action was performed by Class Plaintiffs in Los
14 Angeles County.

15 8. The California Superior Court has jurisdiction in this matter because both the
16 individual and aggregate monetary damages and restitution sought herein exceed the minimal
17 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

18 9. The California Superior Court also has jurisdiction in this matter because during
19 their employment with Defendants, Class Plaintiffs, were all California citizens and Defendants
20 NEW YORK LIFE INSURANCE COMPANY, conducted and transacted business throughout Los
21 Angeles County. Further there is no federal question at issue, as the issues herein are based solely
22 on California statutes and law.

23 24 THE PARTIES

25 PLAINTIFF FALLON NICOLE LYTWYN

26 10. Plaintiff FALLON NICOLE LYTWYN ("LYTWYN") is an individual over the
27 age of eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the
28 State of California.

1 11. Plaintiff LYTWYN worked for Defendants as a “financial professional” from on
2 or about October 2023 to on or about November 2024, within the County of Los Angeles,
3 California.

4
5 **DEFENDANT NEW YORK LIFE INSURANCE COMPANY**

6 12. Defendant NEW YORK LIFE INSURANCE COMPANY (hereinafter
7 “NEW YORK LIFE”) was and is a New York corporation doing business in the County of Los
8 Angeles, California. At all relevant times, Defendant NEW YORK LIFE employed 26 or more
9 employees.

10
11 **DOES 1 – 20, INCLUSIVE**

12 13. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint
13 were licensed to do business and/or actually doing business in California.

14 14. Class Plaintiffs do not know the true names or capacities, whether individual,
15 partner or corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under
16 such fictitious names pursuant to CCP §474.

17 15. Class Plaintiffs will seek leave of court to amend this Complaint to allege such
18 names and capacities as soon as they are ascertained.

19
20 **ALL DEFENDANTS**

21 16. Pursuant to Labor Code Section 558.1 “(a) any employer or other person acting on
22 behalf of an employer, who violates, or causes to be violated, any provision regulating minimum
23 wages or hours and days of work in any order of the Industrial Welfare Commission, or violates,
24 or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as
25 the employer for such violation.”

26 17. Defendants, and each of them, are now and/or at all times mentioned in this
27 Complaint were in some manner legally responsible for the events, happenings, and
28 circumstances alleged in this Complaint.

1 18. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
2 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

3 19. Defendants, and each of them, are now and/or at all times mentioned in this
4 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
5 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
6 mentioned in this Complaint were acting within the course and scope of that agency, servitude
7 and/or employment.

8 20. Defendants, and each of them, are now and/or at all times mentioned in this
9 Complaint were members of and/or engaged in a joint venture, partnership, and common
10 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,
11 partnership, and common enterprise.

12 21. Defendants, and each of them, at all times mentioned in this Complaint, concurred
13 and contributed to the various acts and omissions of each and every one of the other Defendants
14 in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

15 22. Defendants, and each of them, at all times mentioned in this Complaint approved
16 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
17 this Complaint.

18 23. Defendants, and each of them, at all times mentioned in this Complaint, aided and
19 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
20 causing the damages alleged in this Complaint.

21 24. Class Plaintiffs are informed and believe, and based thereupon allege, that
22 Defendants, and each of them, including those defendants named as DOES 1-20 acted in concert
23 with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
24 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do
25 so. Class Plaintiffs are further informed and believe, and based thereupon allege, that Defendants,
26 and each of them, including those defendants named as DOES 1-20, and each of them, formed
27 and executed a conspiracy or common plan pursuant to which they would commit the unlawful
28

1 acts alleged herein, with all such acts alleged herein done as part of and pursuant to said
2 conspiracy, intended to cause and actually causing Plaintiffs harm.

3 25. Whenever and wherever reference is made in this complaint to any act or failure
4 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
5 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.
6

7 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

8 26. Class Plaintiffs are informed and believe, and based thereon allege, that there
9 exists such a unity of interest and ownership between NEW YORK LIFE, and DOES 1-20
10 (collectively "Defendants") that the individuality and separateness of defendants have ceased to
11 exist.

12 27. Class Plaintiffs are informed and believe, and based thereon allege, that despite
13 the formation of purported corporate existence, NEW YORK LIFE and DOES 1-20 are, in reality,
14 one and the same, including, but not limited to because:

15 a. NEW YORK LIFE is completely dominated and controlled by DOES 1-
16 20, who personally committed the frauds and violated the laws as set forth in this complaint, and
17 who have hidden and currently hide behind NEW YORK LIFE to perpetrate frauds, circumvent
18 statutes, or accomplish some other wrongful or inequitable purpose.

19 b. DOES 1-20 derive actual and significant monetary benefits by and through
20 NEW YORK LIFE's unlawful conduct, and by using NEW YORK LIFE as the funding source
21 for their own personal expenditures.

22 c. NEW YORK LIFE and DOES 1-20, while really one and the same, were
23 segregated to appear as though separate and distinct for purposes of perpetrating a fraud,
24 circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

25 d. NEW YORK LIFE does not comply with all requisite corporate formalities
26 to maintain a legal and separate corporate existence.

27 e. The business affairs of NEW YORK LIFE and DOES 1-20 are, and at all
28 times relevant were, so mixed and intermingled that the same cannot reasonably be segregated,

1 and the same are in inextricable confusion. NEW YORK LIFE is at all times relevant hereto,
2 used by DOES 1-20 as a mere shell and conduit for the conduct of certain of NEW YORK LIFE's
3 affairs, and are, and were, the alter ego of DOES 1-20. The recognition of the separate existence
4 of NEW YORK LIFE would not promote justice, in that it would permit NEW YORK LIFE to
5 insulate themselves from liability to Plaintiffs for violations of the Labor Code, Business and
6 Professions Code and other statutory violations. The corporate existence of NEW YORK LIFE
7 and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard
8 is necessary to avoid fraud and injustice to Plaintiffs herein.

9 28. Accordingly, NEW YORK LIFE constitutes the alter ego of DOES 1-20, and the
10 fiction of their separate corporate existence must be disregarded.

11 29. As a result of the aforementioned facts, Class Plaintiffs are informed and believe,
12 and based thereon allege that NEW YORK LIFE and DOES 1-20 are Plaintiffs' joint employers
13 by virtue of a joint enterprise, and that Plaintiffs were employees of NEW YORK LIFE and DOES
14 1-20. Class Plaintiffs performed services for each and every one of Defendants, and to the mutual
15 benefit of all Defendants, and all Defendants shared control of the responsibility and influence of
16 Class Plaintiffs as employees, either directly or indirectly, and the manner in which NEW YORK
17 LIFE's business was and is conducted.

18 30. Alternatively, Class Plaintiffs are informed and believe and, based thereupon
19 alleges, that as and between DOES 1-20, NEW YORK LIFE (1) there is an express or implied
20 agreement of assumption pursuant to which DOES 1-20 agreed to be liable for the debts of NEW
21 YORK LIFE, (2) the transaction between DOES 1-20 and NEW YORK LIFE amounts to a
22 consolidation or merger of entities, (3) DOES 1-20 is a mere continuation of NEW YORK LIFE,
23 or (4) the transfer of assets to DOES 1-20 is for the fraudulent purpose of escaping liability for
24 NEW YORK LIFE's debts. Accordingly, DOES 1-20 are the successors of NEW YORK LIFE,
25 and are liable on that basis.

CLASS ACTION ALLEGATIONS

31. The Class Plaintiffs are entitled to the protection of the California Labor Code and the applicable Wage Order(s).

32. The Class Plaintiffs were not paid the California statutory minimum wage for all hours worked.

33. The Class Plaintiffs regularly worked in excess of 8 hours per day or 40 hours per week and were not paid an overtime premium. Accordingly, the Class Plaintiffs were entitled to be paid overtime premiums for all hours worked over 8 hours in a single day or over 40 hours in a week.

34. Defendants failed to reimburse Class Plaintiffs for all necessary business expenditures incurred during the course of their employment.

35. Defendants failed to provide Class Plaintiffs with paid sick leave. Class Plaintiffs worked for Defendants for more than 30 days and were thus entitled to accrued paid sick leave at the rate of 1 hour every 30 hours worked.

36. The Class Plaintiffs were not permitted to take duty-free rest periods of at least ten minutes every four hours worked, as required by California Labor Code §226.7.

37. The Class Plaintiffs were also not provided duty-free meal periods of at least thirty minutes for every five hours worked, as required by California Labor Code §512.

38. Defendants failed to maintain working conditions that comply with the Wage Order, failed to timely provide them with accurate written wage statements, and failed to timely pay them earned wages during employment.

39. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a class action pursuant to CCP §382.

40. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly situated financial professionals, financial advisor (or those with substantially similar titles), or registered representatives who are presently employed or were formerly employed by

1 Defendants in California from April 23, 2021 through trial who were: (1) were not paid minimum
2 wage for all hours worked; (2) were not paid overtime compensation for all overtime hours
3 worked; (3) were not reimbursed for all necessary business expenditures incurred in the course of
4 their employment; (4) were not provided paid sick leave; (5) were not provided legally compliant
5 rest periods; (6) were not provided legally compliant meal periods; (7) were not provided accurate
6 wage statements, or (8) were not paid all earned wages timely upon termination of their
7 employment.

8 41. In addition, Class Plaintiffs will seek to certify a subclass of those similarly
9 situated individuals who were formerly employed by Defendants in California from April 23,
10 2021 through trial whose employment ended or was terminated. Hereinafter, this is referred to as
11 the "Terminated Employee SubClass."

12 42. The Class and the Terminated SubClass are herein collectively referred to as the
13 "Classes."

14 43. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or
15 necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a
16 class definition at such time when Class Plaintiffs seek to certify the Classes alleged herein.

17 44. Numerosity (CCP §382):

- 18 a. The potential quantity of members of the Classes as defined is so numerous
19 that joinder of all members is unfeasible and impractical;
- 20 b. The disposition of the claims of the members of the Classes through this class
21 action will benefit both the parties and this Court;
- 22 c. The quantity of members of the Classes is unknown to Class Plaintiffs at this
23 time; however, it is estimated that the membership of the Classes numbers
24 greater than 100 individuals; and
- 25 d. The quantity and identity of such membership is readily ascertainable via
26 inspection of Defendants' records.
- 27
28

1 45. Superiority (CCP §382): The nature of this action and the nature of the laws
2 available to Class Plaintiffs make the use of the class action format particularly efficient and the
3 appropriate procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 4 a. California has a public policy which encourages the use of the class action
5 device;
- 6 b. By establishing a technique whereby the claims of many individuals can be
7 resolved at the same time, the class suit both eliminates the possibility of
8 repetitious litigation and provides small claimants with a method of obtaining
9 redress for claims which would otherwise be too small to warrant individual
10 litigation;
- 11 c. This case involves large corporate Defendants and a large number of individual
12 Class members with many relatively small claims and common issues of law
13 and fact;
- 14 d. If each individual member of the Classes were required to file an individual
15 lawsuit, the large corporate Defendants would necessarily gain an
16 unconscionable advantage because Defendants would be able to exploit and
17 overwhelm the limited resources of each individual member of the Classes
18 with Defendants' vastly superior financial and legal resources;
- 19 e. Requiring each individual member of the Classes to pursue an individual
20 remedy would also discourage the assertion of lawful claims by the members
21 of the Classes who would be disinclined to pursue an action against Defendants
22 because of an appreciable and justifiable fear of retaliation and permanent
23 damage to their lives, careers, and well-being;
- 24 f. Proof of a common business practice or factual pattern, of which the members
25 of the Classes experienced, is representative of the Classes herein and will
26 establish the right of each of the members of the Classes to recover on the
27 causes of action alleged herein;
- 28

- 1 g. Absent class treatment, the prosecution of separate actions by the individual
2 members of the Classes, even if possible, would likely create:
- 3 i) a substantial risk of each individual Plaintiff presenting in separate,
4 duplicative proceedings the same or essentially similar arguments
5 and evidence, including expert testimony;
 - 6 ii) a multiplicity of trials conducted at enormous expense to both the
7 judicial system and the litigants;
 - 8 iii) inconsistent or varying verdicts or adjudications with respect to the
9 individual members of the Classes against Defendants;
 - 10 iv) potentially incompatible standards of conduct for Defendants; and
 - 11 v) potentially incompatible legal determinations with respect to
12 individual members of the Classes which would, as a practical
13 matter, be dispositive of the interest of the other members of the
14 Classes who are not parties to the adjudications or which would
15 substantially impair or impede the ability of the members of the
16 Classes to protect their interests.
- 17 h. The claims of the individual members of the Classes are not sufficiently large
18 to warrant vigorous individual prosecution considering all of the concomitant
19 costs and expenses attendant thereto;
- 20 i. Courts seeking to preserve efficiency and other benefits of class actions
21 routinely fashion methods to manage any individual questions; and
- 22 j. The Supreme Court of California urges trial courts, which have an obligation
23 to consider the use of innovative procedural tools to certify a manageable class,
24 to be procedurally innovative in managing class actions.

25 46. Well-defined Community of Interest: Plaintiffs also meet the established standards
26 for class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096),
27 as follows:
28

- 1 a. Typicality: The claims of Plaintiff LYTWYN are typical of the claims of all
2 members of the Classes she seeks to represent because she has been subject to
3 all the violations described herein, as have all members of the Classes
4 sustained injuries and damages arising out of Defendants' common course of
5 conduct in violation of law and the injuries and damages of all members of the
6 Classes were caused by Defendants' wrongful conduct in violation of law, as
7 alleged herein.
- 8 b. Adequacy: Plaintiff LYTWYN:
- 9 i) is an adequate representative of the Classes she seeks to represent;
10 ii) will fairly protect the interests of the members of the Classes;
11 iii) has no interests antagonistic to the member of the Classes; and
12 iv) will vigorously pursue this suit via attorneys who are competent,
13 skilled and experienced in litigating matters of this type.
- 14 c. Predominant Common Questions of Law or Fact: There are common questions
15 of law and/or fact as to the members of the Classes which predominate over
16 questions affecting only individual members of the Classes, including, without
17 limitation:
- 18 i) Whether Defendants failed to pay Class Plaintiffs the California
19 statutory minimum wage for all hours worked in violation of the
20 Labor Code and Section 1 of the IWC Wage Orders;
21 ii) Whether Defendants failed to pay Class Plaintiffs an overtime
22 premium for all hours over 8 in a day or 40 in a week in violation
23 of the Labor Code and Section 1 of the IWC Wage Orders;
24 iii) Whether Defendants failed to reimburse Class Plaintiffs for all
25 necessary business expenditures in the course of their employment
26 in violation of the Labor Code;
27 iv) Whether Defendants failed to provide Class Plaintiffs with paid
28 sick leave in violation of the Labor Code;

- v) Whether Defendants failed and continue to fail to authorize and permit legally-requisite rest breaks to Class Plaintiffs in violation of the Labor code and Section 1 of the IWC Wage Orders;
- vi) Whether Defendants failed and continue to fail to authorize and permit legally-requisite meal periods to Class Plaintiffs in violation of the Labor Code and Section 1 of the IWC Wage Orders;
- vii) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to Class Plaintiffs;
- viii) Whether Defendants are derivatively liable pursuant to Labor Code §203 to the Terminated Employee SubClass;
- ix) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent competition within the meaning of B&PC §17200, et seq.;
- x) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent business practices within the meaning of B&PC § 17200, et seq.;
- xi) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xii) Whether the members of the Classes are entitled to injunctive relief;
- xiii) Whether the members of the Classes are entitled to restitution; and
- xiv) Whether Defendants are liable for attorneys' fees and costs.

47. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Cal.3d 232, 238).

1 **FIRST CAUSE OF ACTION**
2 **FOR FAILURE TO PAY WAGES DUE**
3 **LABOR CODE §§201, 226.7, 512, 1194**
4 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
5 **AGAINST ALL DEFENDANTS**

6 48. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as
7 though set forth in full herein.

8 49. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages
9 earned, as set forth hereinabove. As alleged herein, Defendants routinely failed to pay Class
10 Plaintiffs minimum wage, overtime compensation and failed to compensate them for missed rest
11 and meal breaks.

12 50. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor
13 Code §510 and the applicable Wage Order.

14 51. Class Plaintiffs have been deprived of their rightfully earned compensation as a
15 direct and proximate result of Defendants' failure and refusal to pay said compensation. Class
16 Plaintiffs are entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

17
18 **SECOND CAUSE OF ACTION**
19 **FOR FAILURE TO PAY MINIMUM WAGES**
20 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
21 **AGAINST ALL DEFENDANTS**

22 52. Class Plaintiffs re-allege and incorporate by reference each of the foregoing
23 paragraphs as though set forth in full herein.

24 53. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by
25 law is unlawful. An employer violates the minimum wage statute even if the average rate for paid
26 and unpaid hours exceeded the minimum wage. Under California law, Class Plaintiffs are entitled
27 to at least the minimum wage for every hour worked.

1 54. In the four years immediately preceding the filing of this complaint, Defendants
2 failed and refused to pay Class Plaintiffs the legal minimum wage in the State of California, as set
3 forth in Labor Code §1182.12 and the applicable Wage Order.

4 55. Defendants' failure to pay the legal minimum wage to Class Plaintiff as alleged
5 herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Class
6 Plaintiffs in a civil action for the unpaid balance of the full amount of the unpaid wages owed.

7 56. Pursuant to Labor Code §1194, Class Plaintiffs request that the court award
8 reasonable attorneys' fees and costs incurred by Class Plaintiffs in this action.

9 57. In addition, pursuant to Labor Code §1194.2, Class Plaintiffs are entitled to recover
10 liquidated damages in an amount equal to the minimum wages unlawfully unpaid, plus interest
11 thereon.

12
13 **THIRD CAUSE OF ACTION**
14 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
15 **LABOR CODE §§510, 1194**
16 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
17 **AGAINST ALL DEFENDANTS**

18 58. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as
19 though set forth in full herein.

20 59. Labor Code §510 requires employers to pay their non-exempt employees one and
21 one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a
22 single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours
23 worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt
24 employees overtime compensation for the first eight hours of work done on the seventh
25 consecutive day of work done in any work week and double-time compensation for any work done
26 beyond the first eight hours on the seventh consecutive day of work.

27 60. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor
28 Code §510.

61. At all relevant times, Class Plaintiffs were required to work more than eight hours per day and/or more than 40 hours per workweek.

62. At all relevant times, Defendants failed and refused to pay Class Plaintiffs all the overtime compensation required by Labor Code §510 and the applicable Wage Order.

63. From April 23, 2021, through trial, Class Plaintiffs worked overtime hours each week, all of which should have been paid at 1.5 times their regular hourly wage rate at that time. Defendants failed to pay Class Plaintiffs the requisite overtime wages in the four years immediately preceding the filing of this complaint.

64. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

FOURTH CAUSE OF ACTION
FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES
LABOR CODE §2802
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

65. Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

66. Pursuant to Labor Code §450(a), "no employer...may compel or coerce any employee...to patronize his or her employer, or any other person, in the purchase of any thing of value."

67. Pursuant to Labor Code §2802(a), "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

68. Class Plaintiffs were required by Defendants to expend Class Plaintiffs' personal funds because of the duties required by Defendants, as alleged hereinabove.

1 69. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse
2 Class Plaintiffs for all necessary expenditures incurred in the performance of Class Plaintiffs'
3 duties.

4 70. Defendants have failed and refused to reimburse Class Plaintiff for all necessary
5 business expenditures.

6 71. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
7 2502(a), Class Plaintiffs are entitled to recover from Defendants the unpaid balance of all of the
8 necessary expenditures.

9 72. Pursuant to Labor Code §2802(b), Class Plaintiffs request that the Court award
10 interest at the same rate as judgments in civil actions, accruing from the date on which Class
11 Plaintiffs incurred the necessary expenditure or loss.

12 73. Pursuant to Labor Code §2802(c), Class Plaintiffs request that the Court award
13 Class Plaintiffs reasonable attorneys' fees and costs incurred in this action.

14
15 **FIFTH CAUSE OF ACTION**

16 **FOR FAILURE TO PAY SICK TIME**

17 **LABOR CODE §246**

18 **(ON BEHALF OF THE CLASS PLAINTIFFS)**

19 **AGAINST ALL DEFENDANTS**

20 74. Class Plaintiffs re-allege and incorporates by reference each of the foregoing
21 paragraphs as though set forth in full herein.

22 75. An employee who works in California for the same employer for 30 or more days
23 within a year from the commencement of employment is entitled to paid sick days. An employee
24 shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked,
25 beginning at the commencement of employment.

26 76. At all relevant times, Class Plaintiffs worked for Defendants for more than 30 days
27 and were thus entitled to paid sick days.

1 77. At all relevant times, Defendants failed to provide to Class Plaintiffs, not less than
2 one hour of sick leave for every thirty hours worked.

3 78. Paid sick time for nonexempt employees shall be calculated in the same manner as
4 the regular rate of pay for the workweek in which the employee uses paid sick time, whether or
5 not the employee actually works overtime in that workweek.

6 79. Paid sick time for nonexempt employees shall be calculated by dividing the
7 employee's total wages, not including overtime premium pay, by the employee's total hours
8 worked in the full pay periods of the prior 90 days of employment.

9 80. Paid sick time for exempt employees shall be calculated in the same manner as the
10 employer calculates wages for other forms of paid leave time.

11
12 **SIXTH CAUSE OF ACTION**
13 **FOR FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**
14 **LABOR CODE §§226.7, 516**
15 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
16 **AGAINST ALL DEFENDANTS**

17 81. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as
18 though set forth in full herein.

19 82. Labor Code §226.7 requires an employer to provide every employee with an
20 uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or
21 substantial portion thereof, and further prohibits an employer from requiring "an employee to
22 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
23 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
24 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

25 83. Labor Code §516 provides that the Industrial Welfare Commission "may adopt or
26 amend working condition orders with respect to break periods, meal periods, and days of rest for
27 any workers in California consistent with the health and welfare of those workers."
28

1 84. Per Labor Code 226.7(c) "if an employer fails to provide an employee a meal or
2 rest or recovery period in accordance with a state law, including, but not limited to, an applicable
3 statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the
4 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
5 Health, the employer shall pay the employee one additional hour of pay at the employee's regular
6 rate of compensation for each workday that the meal or rest or recovery period is not provided".

7 85. The Class Plaintiffs sometimes worked over 4 hours per shift.

8 86. The Class Plaintiffs were entitled to a rest period of not less than 10 minutes prior
9 to exceeding 4 hours of employment.

10 87. As a matter of Defendants' established company policy, Defendants failed to
11 always authorize and permit all required rest periods established by Labor Code §226.7 and Labor
12 Code §516 and Section 12 of the IWC Wage Order(s).

13 88. Pursuant to Labor Code §218.6 and Civil Code § 3287, the Class Plaintiffs seek
14 recovery for prejudgment interest on all amounts recovered herein.

15
16 **SEVENTH CAUSE OF ACTION**

17 **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS**

18 **LABOR CODE §§226.7, 512**

19 **(ON BEHALF OF THE CLASS PLAINTIFFS)**

20 **AGAINST ALL DEFENDANTS**

21 89. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as
22 though set forth in full herein.

23 90. Labor Code §512 requires employers to provide every employee with an
24 uninterrupted meal period of not less than 30 consecutive minutes, for every period of work
25 exceeding five hours.

26 91. Class Plaintiffs regularly worked in excess of five hours per day and were thereby
27 entitled to take uninterrupted 30-minute meal periods on each day of work.

1 92. Defendants failed and refused to provide the Class Plaintiffs with uninterrupted
2 meal and rest periods, and failed to compensate Class Plaintiffs, and other similarly situated
3 employees, for missed meal and rest periods, as required by Labor Code §§226.7 and the
4 applicable sections of the Wage Order.

5 93. Class Plaintiffs have been deprived of wages for missed meal breaks due in
6 amounts to be determined at trial.

7 94. As alleged herein, Class Plaintiffs are not exempt from the meal break
8 requirements of the Wage Orders. Consequently, Class Plaintiffs are owed one hour of pay at his
9 or her then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day
10 that he or he was denied such meal periods.

11 95. Class Plaintiffs have been deprived of his or her rightfully earned compensation
12 for missed meal breaks as a direct and proximate result of Defendants' failure and refusal to pay
13 said compensation.

14 96. Thus, for the entirety of the time periods set forth above, Class Plaintiffs are
15 entitled to recover such amounts to be determined at trial pursuant to Labor Code §226.7(b), plus
16 interest thereon and costs of suit.

17
18 **EIGHTH CAUSE OF ACTION**
19 **FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS**

20 **LABOR CODE §§226**

21 **(ON BEHALF OF THE CLASS PLAINTIFFS)**

22 **AGAINST ALL DEFENDANTS**

23 97. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as
24 though set forth in full herein.

25 98. Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly
26 or at the time of each payment of wages, furnish each of his or her employees, either as a
27 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
28 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)

1 gross wages earned, (2) total hours worked by the employee ... (4) all deductions ... (5) net wages
2 earned, (6) the inclusive dates of the period for which the employee is paid ... (8) the name and
3 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
4 the pay period and the corresponding number of hours worked at each hourly rate by the employee
5”

6 99. Further, the Applicable IWC Wage Orders §7(A) states in pertinent part: “(A)
7 Every employer shall keep accurate information with respect to each employee including the
8 following: (3) Time records showing when the employee begins and ends each work period. Meal
9 periods, split shift intervals, and total daily hours worked shall also be recorded ... (5) Total hours
10 worked in the payroll period and applicable rates of pay”

11 100. Therefore, pursuant to Labor Code §226(a) and the Applicable IWC Wage Orders
12 §7(A), California employers are required to maintain accurate records pertaining to the total hours
13 worked for Defendants by Class Plaintiffs, including but not limited to, beginning and ending of
14 each work period, meal period and split shift interval, the total daily hours worked, and the total
15 hours worked per pay period and applicable rates of pay.

16 101. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage
17 Orders §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an
18 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
19 the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in
20 effect during each respective pay period and the corresponding number of hours worked at each
21 hourly rate by each respective individual and/or pertaining to the total hours worked for
22 Defendants by the Class Plaintiffs, including but not limited to, beginning and ending of each
23 work period, meal period and split shift interval, the total daily hours worked, and the total hours
24 worked per pay period and applicable rates of pay.

25 102. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an
26 employee suffers injury if the employer fails to provide accurate and complete information as
27 required by any one or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot
28

1 promptly and easily ascertain requisite information without reference to other documents or
2 information.

3 103. Here, the Class Plaintiffs suffered injury because Defendants failed to provide
4 accurate and complete information as required by one or more items listed in Labor Code
5 §226(a)(1)-(9) and the Class Plaintiffs could not and cannot promptly and easily ascertain requisite
6 information without reference to other documents or information.

7 104. In addition, the Class Plaintiffs have suffered injury as a result of Defendants'
8 failure to maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not
9 timely provided written accurate itemized statements showing all requisite information, including
10 but not limited to total hours worked by the employee, net wages earned and all applicable hourly
11 rates in effect during the pay period and the corresponding number of hours worked at each hourly
12 rate, in violation of Labor Code §226 and the IWC Wage Orders §7(A), such that the Class
13 Plaintiffs were misled by Defendants as to the correct information regarding various items,
14 including but not limited to total hours worked by the employee, net wages earned and all
15 applicable hourly rates in effect during the pay period and the corresponding number of hours
16 worked at each hourly rate.

17 105. The actual injuries suffered by the Class Plaintiffs as a result of Defendants'
18 knowing and intentional failure to maintain accurate records for the Class Plaintiffs include but
19 are not limited to:

- 20 a. Confusion over whether they received all wages owed them by Defendants;
- 21 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 22 c. Being forced to engage in mathematical computations to analyze whether
23 Defendants' wages in fact compensated for all hours worked;
- 24 d. The inability to accurately calculate wage rates complicated by the fact that
25 wage statement information required by Labor Code §226 is missing;
- 26 e. That such practice prevents the Class Plaintiffs from being able to effectively
27 challenge information on their wage statements; and/or
28

1 f. The difficulty and expense of filing and maintaining this lawsuit, and the
2 discovery required to collect and analyze the very information that California
3 law requires.

4 106. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages
5 or four thousand dollars (\$4,000.00), whichever is greater.

6 107. Pursuant to Labor Code §226(g), the currently-employed members of the Class
7 Plaintiffs are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

8 108. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also
9 entitled to an award of costs and reasonable attorneys' fees.

10
11 **NINTH CAUSE OF ACTION**

12 **FOR WAITING TIME PENALTIES**

13 **LABOR CODE §203**

14 **(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)**

15 **AGAINST ALL DEFENDANTS**

16 109. The Terminated Employee SubClass re-alleges and incorporates by reference the
17 above paragraphs as though set forth in full herein.

18 110. Labor Code §203 provides that if an employer willfully fails to pay, without
19 abatement or reduction, in accordance with Labor Code §§201 and 202, any wages of an
20 employee who is discharged or who quits, the wages of the employee shall continue at the same
21 rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is
22 commenced.

23 111. The members of the Terminated Employee SubClass are no longer employed by
24 Defendants as they were either discharged from or quit Defendants' employ.

25 112. Defendants had a consistent and uniform policy, practice and procedure of
26 willfully failing to pay the earned wages of Defendants' former employees, as set forth above,
27 according to amendment or proof.

1 113. As set forth above, Defendants willfully failed to pay the members of the
2 Terminated Employee SubClass their entire wages due and owing at the time of their termination
3 or within seventy-two (72) hours of their resignation, and failed to pay those sums for up to thirty
4 (30) days thereafter.

5 114. Defendants' willful failure to pay wages to the members of the Terminated
6 Employee SubClass violates Labor Code §203 because Defendants knew or should have known
7 wages were due to the members of the Terminated Employee SubClass, as set forth above, but
8 Defendants failed to pay them.

9 115. Thus, the members of the Terminated Employee SubClass are entitled to recovery
10 pursuant to Labor Code §203, as well as attorneys' fees and costs.

11
12 **TENTH CAUSE OF ACTION**
13 **FOR UNFAIR COMPETITION**
14 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
15 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
16 **AGAINST ALL DEFENDANTS**

17 116. Class Plaintiffs re-allege and incorporate by reference each of the foregoing
18 paragraphs as though set forth in full herein.

19 117. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and
20 include any unlawful, unfair or fraudulent business act..."

21 118. B&PC §17205 provides that unless otherwise expressly provided, the remedies or
22 penalties provided for unfair competition "are cumulative to each other and to the remedies or
23 penalties available under all other laws of this state."

24 119. B&PC §17204 provides that an action for relief from unfair competition may be
25 prosecuted by any person who has suffered injury in fact and has lost money or property as a result
26 of such unfair competition.

27 120. Defendants' have engaged in unlawful, unfair and fraudulent business acts or
28 practices prohibited by B&PC §17200, including those set forth in the preceding and foregoing

1 paragraphs of the complaint, thereby depriving Plaintiffs of the minimum working standards and
2 conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically
3 described herein.

4 121. Defendants have engaged in unfair business practices in California by practicing,
5 employing, and utilizing the employment practices outlined in the preceding paragraphs,
6 specifically, by requiring employees to perform the labor services complained of herein without
7 the requisite compensation.

8 122. Defendants' use of such practices constitutes an unfair business practice, unfair
9 competition and provides an unfair advantage over Defendants' competitors.

10 123. Plaintiffs have suffered injury in fact and have lost money or property as a result of
11 such unfair competition.

12 124. Plaintiffs seek full restitution from Defendants, as necessary and according to proof,
13 to restore any and all monies withheld, acquired and/or converted by Defendants by means of the
14 unfair practices complained of herein.

15 125. Further, if Defendants are not enjoined from the conduct set forth above,
16 Defendants will continue to practice, employ and utilize the employment practices outlined in the
17 preceding paragraphs.

18 126. Therefore, Plaintiffs request that the Court issue a preliminary and permanent
19 injunction prohibiting Defendants from engaging in the foregoing conduct.

20 127. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total
21 monetary relief sought from Defendants.

22
23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiffs pray:

25 1. That the Court issue an Order certifying the Classes herein, appointing the named
26 Plaintiff LYTWYN as representative of all others similarly situated, and appointing the law firm
27 representing the named Plaintiff LYTWYN as counsel for the Class Plaintiffs;
28

1 As to the First Cause of Action for Failure to Pay Wages:

- 2 a. For recovery of the unpaid balance of the full amount of wages due and owing,
3 according to proof;
4 b. For prejudgment interest as allowed by Labor Code §§201, 226.7, 512, 558, 1182.12,
5 1194, 1194.2;
6 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5
7 and/or Labor Code §1194(a);

8 As to the Second Cause of Action for Failure to Pay Minimum Wages:

- 9 a. For recovery of the unpaid balance of the full amount of minimum wages due and
10 owing, according to proof;
11 b. For liquidated damages pursuant to Labor Code §1194;
12 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §1194;

13 As to the Third Cause of Action for Failure to Pay Overtime Compensation:

- 14 a. For recovery of the unpaid balance of the full amount of overtime wages due and
15 owing, according to proof;
16 b. For prejudgment interest as allowed by Labor Code §510;
17 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5
18 and/or Labor Code §1194(a);

19 As to the Fourth Cause of Action for Failure to Indemnify for Necessary Business Expenses:

- 20 a. For reimbursement of all necessary business expenditures pursuant to Labor Code
21 §2802;
22 b. For prejudgment interest as allowed by Labor Code §2802(b);
23 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
24 §2802(c).

25 As to the Fifth Cause of Action for Failure to Pay Sick Pay:

- 26 a. For all sick pay Class Plaintiffs are entitled to.

27 As to the Sixth Cause of Action for Failure to Authorize and Permit Rest Periods:

1 a. For one (1) hour of pay at the regular rate of compensation for each member of the
2 Unpaid Rest Period Class for each workday that a paid rest period was not provided;

3 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

4 As to the Seventh Cause of Action for Failure to Authorize and Permit Meal Periods:

5 a. For one (1) hour of pay at the regular rate of compensation for each member of the
6 Unpaid Meal Period Class for each workday that a meal period was not provided;

7 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287

8 As to the Eighth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage

9 Statements:

10 a. For damages according to proof;

11 b. For recovery as authorized by Labor Code §226(e) and 226.3;

12 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e)
13 and/or §226(g);

14 As to the Ninth Cause of Action for Derivative Violations of Labor Code §203:

15 a. For recovery as authorized by Labor Code §203;

16 b. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203
17 and/or Labor Code §1194(a);

18 As to the Tenth Cause of Action for Unfair Business Practices:

19 a. For an accounting, under the administration of Plaintiffs and/or the receiver and
20 subject to Court review, to determine the amount to be returned by Defendants, and
21 the amounts to be refunded to members of the Classes who are owed monies by
22 Defendants;

23 b. For an Order requiring Defendants to identify each of the members of the Classes by
24 name, home address, home telephone number and, if available, email address;

25 c. For an Order requiring Defendants to make full restitution and payment pursuant to
26 California law;

27 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants
28 from engaging in the acts complained of herein;

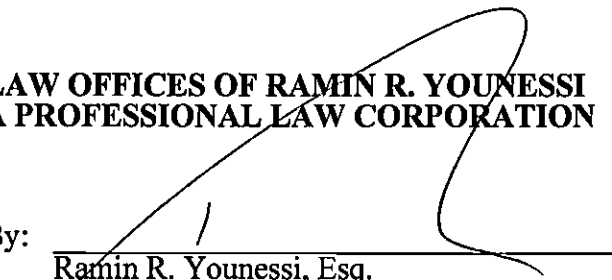
- 1 e. For all other appropriate injunctive, declaratory and equitable relief;
2 f. For interest to the extent permitted by law;
3 g. For an award of attorneys' fees and costs incurred in the investigation, filing and
4 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor
5 Code §1194 and/or any other applicable provision of law;

6 As to All Causes of Action:

- 7 a. For such relief as this Court may deem just and proper, including reasonable
8 attorneys' fees and costs incurred.

9
10 DATED: April 25, 2025

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

11
12 By: 

Ramin R. Younessi, Esq.

Attorney for Plaintiffs

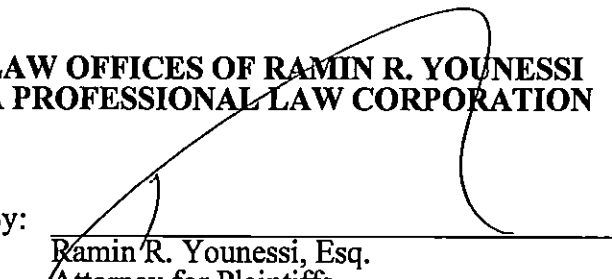
FALLON NICOLE LYTWYN, on behalf of
themselves and all others similarly situated

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16
17 **JURY TRIAL DEMANDED**

18 Plaintiffs demand trial of all issues by jury.

19 DATED: April 25, 2025

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

20
21
22 By: 

Ramin R. Younessi, Esq.

Attorney for Plaintiffs

FALLON NICOLE LYTWYN, on behalf of
themselves and all others similarly situated