

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Emma Geesaman (SBN 352715)
e.geesaman@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff ROSA EMELDA ZOMETA,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROSA EMELDA ZOMETA, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

VINYL TECHNOLOGY, LLC, a California
limited liability company;
PRIORITYWORKFORCE, INC. dba
PRIORITYWORKFORCE, a California
corporation; PRIORITY BUSINESS
SERVICES, INC., a California corporation;
and DOES 1 through 50, inclusive

Defendants.

Case No. 25STCV15622

CLASS ACTION

Assigned for All Purposes To:

Hon. Laura A. Siegle
Dept.: 17

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Penalties Pursuant to Labor Code § 203;
9. Violation of Business & Professions Code § 17200 *et seq.*
10. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff ROSA EMELDA ZOMETA, (hereinafter “Plaintiff”) on behalf of herself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all similarly situated current and
6 former employees within the State of California who, at any time four (4) years prior to the filing
7 of this lawsuit, are or were employed as non-exempt hourly employees by Defendants VINYL
8 TECHNOLOGY, LLC, a California limited liability company; PRIORITYWORKFORCE, INC.
9 dba PRIORITYWORKFORCE, a California corporation; PRIORITY BUSINESS SERVICES,
10 INC., a California corporation; and DOES 1 through 50 (all defendants being collectively referred
11 to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various
12 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
13 (IWC), and California Business & Professions Code, and seeks redress.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in Monrovia, California. Plaintiff and the other
17 Class members worked for Defendants in Los Angeles County and throughout California, and
18 consistently worked at Defendants’ behest without being paid all wages due. More specifically,
19 Plaintiff and the other similarly situated Class members were employed by Defendants and
20 worked at Defendants’ offices and other facilities where the conduct giving rise to the allegations
21 in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by
22 Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the sa

23 3. me policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 4. Defendants required Plaintiff and the Employees in the Class to work off the clock.
26 Defendants thus failed to pay Plaintiff and the Class members for all hours worked, provided meal
27 and rest breaks untimely due to pre-shift off-the-clock work, and provided them with inaccurate
28

1 wage statements that prevented Plaintiff and the Class from learning of these unlawful pay
2 practices.

3 THE PARTIES

4 A. The Plaintiff

5 5. Plaintiff ROSA EMELDA ZOMETA has resided in California and during the time
6 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
7 within the State of California at Defendants' facilities and offices in California.

8 B. The Defendants

9 6. Defendant VINYL TECHNOLOGY, LLC is a California corporation, and has been
10 listed on Plaintiff's paystubs. VINYL TECHNOLOGY, LLC lists a California address with the
11 California Secretary of State in Monrovia, California and employs Plaintiff and the Class members
12 in Los Angeles County, including at Defendants' offices and facilities in Monrovia, California,
13 and throughout California and conducts business throughout California.

14 7. Defendant PRIORITYWORKFORCE, INC. dba PRIORITYWORKFORCE,
15 ("PRIORITYWORKFORCE") is a California corporation, and has been listed on Plaintiff's
16 paystubs. PRIORITY WORKFORCE lists a California address with the California Secretary of
17 State in Tustin, California and employs Plaintiff and Class members in Los Angeles County,
18 including at Defendant VINYL TECHNOLOGY, LLC's offices, and throughout California and
19 conducts business throughout California.

20 8. Defendant PRIORITY BUSINESS SERVICES, INC. is a California corporation,
21 and has been listed as the employer on Plaintiff's 2024 W2. PRIORITY BUSINESS SERVICES,
22 INC. lists a California address with the California Secretary of State in Tustin, California and
23 employs Plaintiff and Class members in Los Angeles County, including at Defendant VINYL
24 TECHNOLOGY, LLC's offices, and throughout California and conducts business throughout
25 California.

26 9. Additionally, under California Labor Code § 2810.3, VINYL TECHNOLOGY,
27 LLC shares with PRIORITYWORKFORCE and PRIORITY BUSINESS SERVICES, INC., and
28 any other staffing agency it uses, in civil responsibility for all workers supplied to VINYL

1 TEHCNOLOGY, LLC for their collective failure to pay all earned wages. California Labor Code
2 § 2810.3 requires that “A client employer shall share with a labor contractor all civil legal
3 responsibility and civil liability for all workers supplies by that labor contractor for...the payment
4 of wages.” A “labor contractor” (here, PRIORITYWORKFORCE and PRIORITY BUSINESS
5 SERVICES, INC.), is defined “as an individual or entity that supplies, either with or without a
6 contract, a client employer with workers to perform labor within the client employer’s usual
7 course of business.” “Client employer” (here VINYL TECHNOLOGY, LLC) is defined as “a
8 business entity, regardless of its form, that obtains or is provided workers to perform labor within
9 its usual course of business from a labor contractor.” Upon information and belief, Defendant
10 VINYL TECHNOLOGY, LLC is and has been a client employer within the definition of Labor
11 Code § 2810.3 and shares with PRIORITYWORKFORCE and PRIORITY BUSINESS
12 SERVICES, INC., the labor contractors, all civil responsibility and civil liability for failure to pay
13 all wages earned by Plaintiff and the Class members.

14 10. The true names and capacities, whether individual, corporate, associate, or
15 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
16 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
17 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
18 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
19 some manner for the unlawful acts referred to herein. Pla

20 11. intiff will seek leave of court to amend this Complaint to reflect the true names and
21 capacities of the Defendants designated herein as Does 1 through 50 when their identities become
22 known.

23 12. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
24 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
25 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
26 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
27 all respects as the employers or joint employers of Employees. Defendants, and each of them,
28 exercised control over the wages, hou

13. rs or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

14. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles County and Defendants maintain and operate company offices and facilities in Los Angeles County, and employ Plaintiff and other Class members in Los Angeles County and throughout California.

FACTUAL BACKGROUND

15. The Employees who comprise the Class, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate overtime rates. Specifically, Plaintiff and the Employees were forced to work off-the-clock by waiting in line to clock in at the end of meal periods, which occurred nearly every shift and took several minutes. Employees also performed pre-shift work by having to ring a bell and wait to be let into Defendants' facility, which occurred nearly every shift and took several minutes. If no one came to open the door, Employees would have to call a co-worker to be let in. Plaintiff and Employees also worked off-the-clock by answering work-related text messages and phone calls.

16. During the course of Plaintiff and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed and for all overtime hours worked.

1 17. As a matter of uniform and unlawful Company policy, Plaintiff and the Class
2 members were required to work off the clock by: (1) ringing a bell and waiting to be let into
3 Defendants' facility and calling a co-worker if no one came to let them in; (2) waiting in line to
4 clock back in after meal periods; and (3) answering work-related text messages and phone calls,
5 and they were again not compensated for this off the clock work, in violation of the California
6 Labor Code. As a result Plaintiff and the Class members worked shifts over eight (8) hours in a
7 day and over forty (40) hours in a work week, but they were not paid at the appropriate overtime
8 rate for all such hours, including by being required to perform work duties and tasks without pay
9 and while off-the-clock which caused overtime to begin accruing before it did in Defendants'
10 timekeeping and payroll systems. As a result, Plaintiff and the Class members worked substantial
11 overtime hours during their employment with Defendants for which they were not compensated,
12 in violation of the California Labor Code and applicable IWC Wage Orders.

13 18. As a result of the above described off the clock work, and the other wage violations
14 they endured at Defendants' hands, Plaintiff and the Class members were not properly paid for all
15 wages earned and for all wages owed to them by Defendants, including when working more than
16 eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result
17 of Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime
18 hours worked for which they were not adequately and completely compensated, in addition to the
19 hours they were required to work off the clock. To the extent applicable, Defendants also failed to
20 pay Plaintiff and the Class members at an overtime rate of 1.5 times the regular rate for the first
21 eight hours of the seventh consecutive work day in a week and overtime payments at the rate of 2
22 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as
23 required under the Labor Code, applicable IWC Wage Orders.

24 19. Therefore, from at least four (4) years prior to the filing of this lawsuit and
25 continuing to the present, Defendants had a consistent policy or practice of failing to pay
26 Employees for all hours worked and failing to pay minimum wage for all time worked as required
27 by California Law.

28 20. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants had a consistent policy or practice of failing to pay
2 Employees overtime compensation at premium overtime rates for all hours worked in excess of
3 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
4 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
5 sections of IWC Wage Orders.

6 21. Additionally, from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants have regularly required Employees to work shifts in excess
8 of five (5) hours without providing them with timely meal periods of not less than thirty (30)
9 minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of wages at each
10 Employee’s effective regular rate of pay, for each meal period that Defendants deficiently
11 provided.

12 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
13 present, Defendants have consistently failed to provide Employees with timely rest breaks of not
14 less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
15 Defendant pay Employees premium pay for each day on which requisite rest breaks were
16 deficiently provided at one hour of wages at each Employee’s effective regular rate of pay.

17 23. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
18 continuing to the present, Defendants have consistently failed to keep accurate time and wage
19 records as required by California wage-and-hour laws.

20 24. From at least four (4) years prior to the filing of the lawsuit and continuing to the
21 present, Defendants have consistently failed to provide Employees with timely, accurate, and
22 itemized wage statements, in writing, as required by California wage and hour laws.

23 25. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
25 performance of their job duties for Defendants including, but not limited to, the cost of personal
26 cell phone usage, and the costs of tools and equipment, including a calculator and gloves, which
27 were necessary to perform their duties under Defendants’ employ and which were used throughout
28 the course of Employees’ duties under Defendants’ employ in violation of Labor Code § 2802.

26. From at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

27. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, and applicable provisions of the IWC Wage Orders.

28. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

29. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: “All individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, as non-exempt, hourly employees within the State of California.

30. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide timely 30-minute meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take timely 10-

minute rest periods for every four hours worked, or major fraction thereof, and failing to pay on hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

f. Subclass 6. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

31. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

32. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

33. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believes that, during the time period relevant to

1 this lawsuit, Defendants employed more than 100 individuals within the State of California.

2 34. Accounting for employee turnover during the relevant time period increases this
3 number substantially. Plaintiff alleges that Defendants' employment records will provide
4 information as to the number and location of all class members.

5 **B. Commonality**

6 35. There are questions of law and fact common to the class that predominate over any
7 questions affecting only individual class members. These common questions of law and fact
8 include:

- 9 a. Whether Defendants failed to pay Employees minimum wages;
- 10 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 11 c. Whether Defendants failed to pay Employees overtime as required under Labor
12 Code § 510;
- 13 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
14 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
15 premium pay in lieu thereof;
- 16 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
17 Orders, by failing to provide Employees with requisite rest breaks or premium pay
18 in lieu thereof;
- 19 f. Whether Defendants violated Labor Code § 226(a);
- 20 g. Whether Defendants failed to keep accurate time and wage records;
- 21 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
22 wages and compensation due and owing at the time of termination of employment;
- 23 i. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 24 j. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 25 k. Whether Employees are entitled to equitable relief pursuant to Business and
26 Professions Code § 17200 *et seq.*

27 **C. Typicality**

28 36. The claims of the named plaintiff are typical of those of the other Employees.

1 Employees all sustained injuries and damages arising out of and caused by Defendant's common
2 course of conducts in violation of statutes, as well as regulations that have the force and effect of
3 law, as alleged herein.

4 **D. Adequacy of Representation**

5 37. Plaintiff will fairly and adequately represent and protect the interest of Employees.
6 Counsel who represents Employees are experienced and competent in litigating employment class
7 actions.

8 **E. Superiority of Class Action**

9 38. A class action is superior to other available means for the fair and efficient
10 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
11 questions of law and fact common to all Employees predominate over any questions affecting only
12 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
13 Defendants' illegal policies or practices of failing to compensate Employees properly.

14 39. Class action treatment will allow those persons similarly situated to litigate their
15 claims in the manner that is most efficient and economical for the parties and the judicial system.
16 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **(Against All Defendants)**

20 40. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 41. Defendants failed to pay Employees minimum wages for all hours worked.
23 Defendants had a consistent policy of misstating Employees time records and failing to pay
24 Employees for all hours worked. Employees would work hours and not receive wages, including
25 as alleged above in connection with working off the clock by: (1) ringing a bell and waiting to be
26 let into Defendants' facility and calling a co-worker if no one came to let them in; (2) waiting in
27 line to clock back in after meal periods; and (3) answering work-related text messages and phone
28 calls. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members.

Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

42. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

43. The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore entitled to double the minimum wage during the relevant period.

44. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to California Labor Code § 1194(a) which states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit.

45. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission.

46. California Labor Code § 1194.2 also provides for the following remedies:

In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

47. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

48. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

49. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

50. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:

(a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

51. Defendants had a consistent policy of not paying Employees wages for all hours worked including time Employees were consistently required to work off-the-clock in excess of their eight-hour shift by (1) ringing a bell and waiting to be let into Defendants' facility and calling a co-worker if no one came to let them in; (2) waiting in line to clock back in after meal periods; and (3) answering work-related text messages and phone calls. Therefore, Employees were often not properly compensated, nor were they paid overtime rates for all hours worked in excess of eight hours in a given day, and/or forty hours in a given week.

52. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Employees. Each such failure to make a timely payment of

1 compensation to Employees constitutes a separate violation of California Labor Code § 204.

2 53. Employees have been damaged by these violations of California Labor Code §§
3 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

4 54. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
5 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
6 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
7 reasonable attorneys' fees and costs.

8 **THIRD CAUSE OF ACTION**

9 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

10 **(Against All Defendants)**

11 55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 56. Employees regularly worked shifts greater than five (5) hours and greater than ten
14 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
15 more than five (5) hours without providing him or her with a meal period of not less than thirty
16 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
17 meal period of not less than thirty (30) minutes.

18 57. Defendants failed to provide Employees with timely meal periods as required under
19 the Labor Code. Employees were required to take meal periods after working well beyond the five
20 (5) hour shifts due to the pre-shift off-the-clock work described above.

21 58. Moreover, Defendants failed to compensate Employees for each meal period
22 inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the
23 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
24 meal period in accordance with this section, the employer shall pay the employee one hour of pay
25 at the employee's regular rate of compensation for each workday that the meal period is not
26 provided. Defendants failed to compensate the Employees in the Class for each meal period not
27 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
28 20 of the applicable IWC Wage Order.

1 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
2 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
3 period deficiently provided, a sum to be proven at trial.

4 **FOURTH CAUSE OF ACTION**
5 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**
6 **(Against All Defendants)**

7 60. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 61. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
10 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
11 not less than ten (10) minutes for each consecutive four (4) hour shift.

12 62. Defendants failed to provide Employees with timely rest breaks of not less than ten
13 (10) minutes for each consecutive four (4) hour shift due to the pre-shift off-the-clock work
14 described above.

15 63. Moreover, Defendants failed to compensate Employees for each rest period
16 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
17 Orders, which provide that, if an employer fails to provide an employee a rest period in
18 accordance with this section, the employer shall pay the employee one hour of pay at the
19 employee's regular rate of compensation for each workday that the rest period is not provided.
20 Defendants failed to compensate the Employees in the Class for each rest period not provided or
21 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
22 Order.

23 64. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
24 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
25 worked without the required rest breaks, a sum to be proven at trial.

26 ///

27 ///

28 ///

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

65. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

66. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

67. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages and overtime, and reflected incorrect hours worked due to the failure to compensate off-the-clock work all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were thus confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Employees.

68. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

69. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not

1 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
2 award of costs and reasonable attorneys' fees.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**

5 **AND 1174.5**

6 **(Against All Defendants)**

7 70. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set
8 forth in full herein.

9 71. California Labor Code § 1174 requires that all employers shall keep accurate time
10 and wage records for all employees. California Labor Code § 1174.5 further requires that any
11 employee suffering injury due to a willful violation of the aforementioned obligations may seek
12 damages, including civil penalties, from the employer.

13 72. During the course of Plaintiff's and Employees' employment, Defendants
14 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
15 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages
16 and overtime as discussed above.

17 73. Accordingly, Defendants are liable for civil penalties pursuant to the California
18 Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

21 **IN VIOLATION OF LABOR CODE § 2802**

22 **(Against All Defendants)**

23 74. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set
24 forth in full herein.

25 75. Under Labor Code § 2802(a) an employer must indemnify its employees for all
26 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
27 of his or her duties, or of his or her obedience to the directions of the employer.

28 76. Employees incurred necessary expenditures in the performance of their job duties

1 for Defendants, namely the cost of personal cell phone usage, and the cost of tools and equipment,
2 including gloves and a calculator, which were necessary to perform their duties under Defendants'
3 employ. From four (4) years prior to the original filing of this lawsuit and continuing to the
4 present, Defendants consistently failed to reimburse Employees for these necessarily incurred
5 business expenses.

6 77. As a result of the unlawful acts of Defendants, Employees have been deprived of
7 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
8 plus interest and penalties thereon, attorneys' fees, and costs.

9 **EIGHTH CAUSE OF ACTION**
10 **VIOLATION OF LABOR CODE § 203**
11 **(Against All Defendants)**

12 78. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 79. Numerous Employees are no longer employed by Defendants; they either quit
15 Defendants' employ or were fired therefrom.

16 80. Defendants failed to pay these Employees all wages due and certain at the time of
17 termination or within seventy-two (72) hours of resignation. For example, Plaintiff was terminated
18 and was not paid wages due at the time of her termination. Plaintiff received payment days later
19 and was not paid waiting time penalties. Plaintiff's final wages paid also failed to include wages
20 for the off-the-clock work discussed above.

21 81. The wages withheld from these Employees by Defendants remained due and owing
22 for more than thirty (30) days from the date of separation of employment.

23 82. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
24 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
25 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
26 to thirty (30) days from the date they were due.

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

3 **(Against All Defendants)**

4 83. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set
5 forth in full herein.

6 84. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
7 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
8 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
9 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
10 meaning of Code of Civil Procedure § 1021.5.

11 85. Plaintiff is a “person” within the meaning of Business & Professions Code
12 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
13 relief, restitution, and other appropriate equitable relief.

14 86. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
15 business practices.

16 87. Wage-and-hour laws express fundamental public policies. Paying employees their
17 wages and overtime are fundamental public policies of California. Labor Code § 90.5(a)
18 articulates the public policies of this State vigorously to enforce minimum labor standards, to
19 ensure that employees are not required or permitted to work under substandard and unlawful
20 conditions, and to protect law-abiding employers and their employees from competitors who lower
21 costs to themselves by failing to comply with minimum labor standards.

22 88. Defendants have violated statutes and public policies. Through the conduct alleged
23 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
24 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
25 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
26 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
27 guaranteed to all employees under the law.

28 89. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in

1 violation of the Business & Professions Code § 17200 *et seq.*

2 90. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
3 overtime, failing to provide meal periods, etc., either knew or in the exercise of reasonable care
4 should have known that their conduct was unlawful; therefore their conduct violates the Business
5 & Professions Code § 17200 *et seq.*

6 91. As a proximate result of the above-mentioned acts of Defendants, Employees have
7 been damaged, in a sum to be proven at trial.

8 92. Unless restrained by this Court, Defendants will continue to engage in such
9 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
10 should make such orders or judgments, including the appointment of a receiver, as may be
11 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
12 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
13 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
14 have unlawfully failed to pay.

15 **TENTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 2699, *ET SEQ.***

17 **(Against All Defendants)**

18 93. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 94. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
21 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
22 alleged violators, Defendants.

23 95. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
24 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
25 penalty provisions, without limitation, based on the following California Labor Code sections:
26 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197,
27 1198, 1199, 2698, 2699, *et seq.*, and 2802

28 96. The penalties shall be allocated as follows: 65% to the Labor and Workforce

1 Development Agency (LWDA) and 35% to the affected employee.

2 97. Employees also seek any and all penalties and remedies set forth in Labor Code §
3 558, which states:

4 (a) Any employer or other person acting on behalf of an employer who violates,
5 or causes to be violated, a section of this chapter or any provision regulating hours
6 and days of work in any order of the Industrial Welfare Commission shall be
7 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50)
8 for each underpaid employee for each pay period for which the employee was
9 underpaid in addition to an amount sufficient to recover underpaid wages. (2) For
each subsequent violation, one hundred dollars (\$100) for each underpaid employee
for each pay period for which the employee was underpaid in addition to an amount
sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section
shall be paid to the affected employee.

10 (b) If upon inspection or investigation the Labor Commissioner determines that
11 a person had paid or caused to be paid a wage for overtime work in violation of any
12 provision of this chapter, or any provision regulating hours and days of work in any
13 order of the Industrial Welfare Commission, the Labor commissioner may issue a
14 citation. The procedures for issuing, contesting, and enforcing judgments for
citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

15 (c) The civil penalties provided for in this section are in addition to any other
16 civil or criminal penalty provided by law.

17 98. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
18 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
19 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
20 for each violation in a subsequent citation, for which the employer fails to provide the employee a
21 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
22 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

23 99. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
24 LWDA and Defendants postmarked on May 28, 2025. The LWDA has not provided notice of its
25 intent to investigate the alleged violations within 65 calendar days of the postmark date of the
26 letters.

27 **RELIEF REQUESTED**

28 WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
10. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
11. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
12. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;
13. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
14. For all general, special, and incidental damages as may be proven;

- 1 15. For an award of pre-judgment and post-judgment interest;
2 16. For an award providing for the payment of the costs of this suit;
3 17. For an award of attorneys' fees; and
4 18. For such other and further relief as this Court may deem proper and just.

5
6 DATED: August 1, 2025

D.LAW, INC.

7
8 By 

9 David Yeremian
10 Roman Shkodnik
11 Emma Geesaman
12 Attorneys for Plaintiff
13 ROSA EMELDA ZOMETA
14 and the putative class
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: August 1, 2025

D.LAW, INC.

By



David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
ROSA EMELDA ZOMETA
and the putative class

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

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

DIANA RUIZ
C.T. Corporation System, *Agent for Service of Process*
330 N Brand Blvd Suite 300
Glendale, CA 91203

Sawyer C. Stephens (SBN 341639)
Sawyer.Stephens@jacksonlewis.com
JACKSON LEWIS P.C.
 725 South Figueroa Street, Suite 2800
 Los Angeles, California 90017-5408
 Telephone: (213) 689-0404
 Facsimile: (213) 689-0430

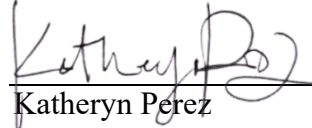
[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

///

1 ☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package
2 provided by an overnight delivery carrier and addressed to the persons at the address above. I
3 placed the envelope or package for collection and overnight delivery at an office or a regularly
4 utilized drop box of the overnight delivery carrier.

5 ☒ **(STATE)** I certify (or declare) under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 Executed on August 1, 2025, at Glendale, California.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Katheryn Perez