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*Attorneys for Plaintiff, on behalf of the State of
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Assigned for All Purposes
Judge Layne H. Melzer

CX-102

SUPERIOR COURT OF CALIFORNIA
ORANGE COUNTY

APRIL BURRESCH, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

YD WINDOW, INC. d/b/a
INTERNATIONAL WINDOW
CORPORATION; and DOES 1-100,
inclusive,

Defendant.

Case No. 30-2025-01500577-CU-OE-CXC

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff April Burreesch (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant YD Window, Inc. d/b/a
5 International Window Corporation. (“YD Window” or “Defendant”) on behalf of the State of
6 California to collect penalties as a result of Defendant’s systematic violations of California labor law
7 with respect to Defendant’s non-exempt hourly workers in the State of California (the “Aggrieved
8 Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
10 employed by Defendant in California.

11 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to pay Plaintiff
12 and Aggrieved Employees the minimum wage for all hours worked as required by California law; (2)
13 failing to pay Plaintiff and Aggrieved Employees overtime wages as required by California law for
14 hours worked over eight hours in a day and/or forty hours in a week; (3) failing to authorize and permit
15 Plaintiffs and Aggrieved Employees to take rest breaks as required under California law; (4) failing to
16 provide meal breaks to Plaintiff and Aggrieved Employees as required under California law; (5) failing
17 to provide Plaintiff and Aggrieved Employees reimbursements for business expenditures as required
18 under California law; (6) failing to provide Plaintiff and Aggrieved Employees accurate, itemized
19 wage statements; and (7) failing to timely pay Plaintiff and Aggrieved Employees all wages upon
20 separation.

21 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
22 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
23 Private Attorneys General Act (“PAGA”).

24 **PARTIES**

25 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
26 employees of Defendant in the State of California. The Aggrieved Employees work as, among other
27 positions, hourly paid employees in, among others, the following areas: production, manufacturing,
28 assembly; as well as other hourly non-exempt employees in California.

1 6. Plaintiff April Buresch is an individual over the age of eighteen and, at all times
2 relevant to this Complaint, was a resident of the State of California.

3 7. Plaintiff worked for Defendant as a Production Controller in Corona, California, from
4 approximately October 13, 2019, until July 2, 2024.

5 8. Plaintiff is informed, believes, and thereon alleges that YD Window is a California
6 corporation headquartered in Stockton, California. YD Window, Inc. d/b/a International Window
7 Corporation is registered to do business in California, does business in California and employs and
8 employed hourly, non-exempt employees in California, including in Orange County. Defendant may
9 be served with process by serving its registered agent Marla Merhab Robinson, 1551 N. Tustin Ave.,
10 Suite 1020, Santa Ana, CA 92705.

11 9. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds
12 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
13 believes, and thereon alleges that, in California, Defendant owns, operates, and/or manages locations
14 in this county. Plaintiff is informed, believes, and thereon alleges that Defendant employs Aggrieved
15 Employees, among other hourly employees, in this County and throughout California.

16 10. At all material times, Defendant does business under the laws of California, has places
17 of business in the State of California, including in this County, and employs Aggrieved Employees in
18 this County. Defendant is a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code §
19 17201. Defendant is also an “employer” as that term is used in the California Labor Code and the IWC
20 Wage Orders.

21 11. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
22 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of
23 Plaintiff and Aggrieved Employees.

24 **SUBJECT MATTER JURISDICTION AND VENUE**

25 12. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
26 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
27 liability and the cause, or some part of the cause, arose in this County.

28 13. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.

1 The Court also has jurisdiction over Defendant because they are a corporation authorized to do
2 business in the State of California, and because Defendant does in fact do business and employs
3 workers in the State of California.

4 **FACTUAL ALLEGATIONS**

5 14. Upon information and belief, Defendant is primarily engaged in the wholesale
6 distribution of rough, dressed, and finished lumber; plywood; reconstituted wood fiber products; doors
7 and windows and their frames; wood fencing; and other wood or metal millwork, and operates in the
8 State of California.

9 15. Plaintiff worked for Defendant as a Production Controller in Corona, California, from
10 approximately October 13, 2021 until July 2, 2024. Although Plaintiff's shifts varied in length,
11 Plaintiff usually worked approximately eight (8) to ten (10) hours or more per shift for approximately
12 five (5) or more shifts per week. Plaintiff's weekly hours varied, but on average, Plaintiff worked more
13 than 40 hours per week.

14 16. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis.
15 Plaintiff was compensated at an hourly rate of about \$23.00.

16 17. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has
17 employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

18 18. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are
19 employed by Defendant in a similar manner throughout the State of California, including in this
20 County, and perform work materially similar to Plaintiff.

21 19. Aggrieved Employees perform their jobs under Defendant's supervision using materials
22 and technology approved and supplied by Defendant.

23 20. Aggrieved Employees are required to follow and abide by Defendant's common work,
24 time, and pay policies and procedures in the performance of their jobs.

25 21. At the end of each pay period, Aggrieved Employees receive wages from Defendant that
26 are determined by common systems and methods that Defendant selects and controls.

27 22. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and
28 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of

1 location in the State of California. Upon information and belief, Aggrieved Employees worked more
2 than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one
3 (1) year before this Complaint was filed.

4 23. Defendant regularly failed to provide Plaintiff and Aggrieved Employees with
5 compliant meal breaks. Defendant's policies, practices, and procedures required them routinely skip
6 their meal breaks, take late meal breaks, or cut meal breaks short, yet they did not provide them with
7 all proper requisite premium payments for missed meal breaks.

8 24. When Plaintiff and Aggrieved Employees did attempt to take a meal break, such were
9 untimely, interrupted, and/or shortened, i.e., after the end of the fifth hour of work and/or less than
10 thirty minutes. As a result, they were not provided duty-free, uninterrupted, and timely thirty-minute
11 meal periods during which they were completely relieved of any duty, by the end of the fifth hour of
12 work. Plaintiff and Aggrieved Employees did not receive any premium payment for these untimely,
13 interrupted and/or shortened meal breaks.

14 25. Further, Defendant regularly failed to provide Plaintiff and Aggrieved Employees
15 compliant rest breaks. Defendant's policies, practices, and procedures require Plaintiff and
16 Aggrieved Employees to routinely skip rest breaks, or cut rest breaks short, yet do not provide them
17 with all the proper requisite premium payments for missed rest breaks. Plaintiff and Aggrieved
18 Employees did not receive any premium for these missed and/or interrupted rest breaks.

19 26. Defendant routinely required Plaintiff and Aggrieved Employees to perform work off-
20 the-clock and without compensation. This included, but was not limited to, sending and requiring
21 Plaintiff to respond to work-related communications from Defendant outside regular working
22 hours.

23 27. Defendant's common course of wage-and-hour abuse also included routinely failing
24 to maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.

25 28. Additionally, as a result of the aforementioned violations, Plaintiff and Aggrieved
26 Employees were provided with untrue and inaccurate wage statements as such statements did not
27 include payment for all hours worked, including minimum wages and overtime, and premium pay
28 for missed meal and rest breaks.

1 29. As a matter of common policy and/or practice, Defendant failed to provide Plaintiff
2 and Aggrieved Employees reimbursement for all necessary expenditures or losses incurred by them
3 in direct consequence of the discharge of their duties. Defendant required them to use their personal
4 cell phone to maintain work-related communications. Defendant did not reimburse Plaintiff and
5 Aggrieved Employees.

6 30. Additionally, Plaintiff and Aggrieved Employees did not receive all wages during
7 employment and following separation from employment, including payment for time spent working
8 off the clock and during meal periods, payment for overtime, meal break premiums, and rest break
9 premiums calculated at the regular rate of pay, as well as premium payments for noncompliant meal
10 and rest breaks.

11 31. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
12 former workers of Defendant with full payment of all wages owed upon separation from employment.
13 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,
14 including overtime and premium pay for non-compliant meal periods, whether their termination was
15 voluntary or involuntary; yet Defendant has failed to provide Plaintiff and Aggrieved Employees with
16 such payments within the required time period. As a result, and pursuant to the California Labor Code,
17 Defendant is subject to waiting time penalties.

18 32. Defendant's conduct has been knowing, willful, and carried out in bad faith, and has
19 caused significant damages to Plaintiff and Aggrieved Employees in an amount to be determined at
20 trial. Defendant did not take requisite reasonable steps to ensure that Plaintiff and Aggrieved
21 Employees were provided timely and compliant meal and rest breaks, premium pay for missed or non-
22 compliant breaks, compensated for all hours worked, or accurate wage statements, and timely paid for
23 all wages at separation. Plaintiff is informed, believes, and thereon alleges that Defendant knew or
24 should have known that Plaintiff and Aggrieved Employees regularly do not receive timely and
25 compliant meal and rest breaks, premium pay for missed or non-compliant breaks, payment for all
26 hours worked, or accurate wage statements, and that Defendant does not timely pay all final wages.
27 Thus, Defendants' denial of wages and compliant meal and rest periods and related premium pay,
28 failure to pay for all hours worked, failure to provide complete and accurate wage statements, and

1 failure to timely pay all final wages is and/or was deliberate and willful.

2 33. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
3 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's
4 operations in the State of California.

5 **FIRST CAUSE OF ACTION**
6 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
7 **(Failure to Pay Overtime Premiums)**
8 **(On Behalf of the State of California and Aggrieved Employees)**

9 34. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
10 herein.

11 35. Cal. Lab. Code § 2699(f) provides:

12 For all provisions of this code except those for which a civil penalty is specifically
13 provided, there is established a civil penalty for a violation of these provisions, as
14 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
15 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
16 per pay period for the initial violation and two hundred dollars (\$200) for each
17 aggrieved employee per pay period for each subsequent violation.

18 36. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees
19 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
20 commission basis or method of calculation."

21 37. IWC Wage Order 1-2001(2)(G) defines hours worked as "the time during which an
22 employee is subject to the control of an employer and includes all the time the employee is suffered
23 or permitted to work, whether or not required to do so."

24 38. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
25 conditions that violate the Wage Orders.

26 39. Cal. Lab. Code § 510 provides, in relevant part:

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

1 40. Cal. Lab. Code § 1194 provides, in relevant part:

2 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
3 than the legal minimum wage or the legal overtime compensation applicable to the
4 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.

5 41. Defendant’s policies and practices result in payment of wage and overtime violations.

6 42. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
7 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
8 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
9 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
10 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
11 Lab. Code §§ 510 1194, 1198, IWC Wage Order 1-2001, and any other violation alleged herein which
12 does not carry penalties under Cal. Lab. Code § 2699(a).

13 43. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 22, 2025, Plaintiff provided
14 the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this
15 claim. On May 22, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least
16 sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the
17 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
18 2699.3(a).

19 44. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
20 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

21 45. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
22 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
23 and costs as set forth below.

24 46. Wherefore, Plaintiff requests relief as hereinafter provided.

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SECOND CAUSE OF ACTION
Penalties Pursuant to Cal. Lab. Code § 2699(f)
(Failure to Pay Minimum Wages)
(On Behalf of the State of California and Aggrieved Employees)

47. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

48. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

49. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

50. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month....” and “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

51. IWC Wage Order 1-2001(2)(G) defines hours worked as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

52. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

53. Defendant’s policies and practices result in failure to pay all wages, including off-the-clock work, timely under the timeframes set forth in Cal. Lab. Code § 204.

54. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by those sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties

pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 1198, IWC Wage Order 1-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a), for Defendant's failure to pay minimum wages.

55. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on May 22, 2025, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to file this claim. On May 22, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §§ 2699.3(a) and (c).

56. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

57. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

58. Wherefore, Plaintiff requests relief as hereinafter provided.

THIRD CAUSE OF ACTION
Penalties Pursuant to Cal. Lab. Code § 2699(f)
(Failure to Reimburse Business Expenses)
(On Behalf of the State of California and Aggrieved Employees)

59. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

60. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

61. Cal. Lab. Code § 2802(a) provides as follows:

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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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant’s policies and practices result in failure to reimburse for all business expenses incurred by Plaintiff and Aggrieved Employees as set forth in § 2802.

62. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by those sections, including but not limited to penalties under Cal. Lab. Code § 2802. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code § 2802, IWC Wage Order 1-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a), for Defendant’s failure to reimburse business expenses.

63. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on May 22, 2025, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. On May 22, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §§ 2699.3(a) and (c).

64. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

65. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

66. Wherefore, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION
Penalties Pursuant to Cal. Lab. Code § 2699(a)
(Failure to Provide True and Accurate Itemized Wage Statements)
(On Behalf of the State of California and Aggrieved Employees)

67. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

1 68. Cal. Lab. Code § 2699(a) provides:

2 Notwithstanding any other provision of law, any provision of this code that provides
3 for a civil penalty to be assessed and collected by the Labor and Workforce
4 Development Agency or any of its departments, divisions, commissions, boards,
5 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
6 through a civil action brought by an aggrieved employee on behalf of herself or herself
7 and to other current or former employees.

8 69. Cal. Lab. Code § 226(a) provides:

9 An employer, semimonthly or at the time of each payment of wages, shall furnish to
10 their employee, either as a detachable part of the check, draft, or voucher paying the
11 employee's wages, or separately if wages are paid by personal check or cash, an
12 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
13 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
14 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
15 basis, (4) all deductions, provided that all deductions made on written orders of the
16 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
17 inclusive dates of the period for which the employee is paid, (7) the name of the
18 employee and only the last four digits of their social security number or an employee
19 identification number other than a social security number, (8) the name and address of
20 the legal entity that is the employer and, if the employer is a farm labor contractor, as
21 defined in subdivision (b) of Section 1682, the name and address of the legal entity that
22 secured the services of the employer, and (9) all applicable hourly rates in effect during
23 the pay period and the corresponding number of hours worked at each hourly rate by
24 the employee....

25 70. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

26 An employee suffering injury as a result of a knowing and intentional failure by an
27 employer to comply with subdivision (a) is entitled to recover the greater of all actual
28 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
29 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
30 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
31 an award of costs and reasonable attorney's fees.

32 71. Cal. Lab. Code § 226.3 provides:

33 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
34 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
35 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
36 in a subsequent citation, for which the employer fails to provide the employee a wage
37 deduction statement or fails to keep the records required in subdivision (a) of Section
38 226. The civil penalties provided for in this section are in addition to any other penalty
39 provided by law.

40 72. Cal. Lab. Code § 226 also requires employers to keep records required to be maintained
41 under § 226(a) for at least three (3) years.

42 73. Cal. Lab. Code § 1174(d) provides, in relevant part:

1 [Employers shall] [k]eep, at a central location in the state or at the plants or
2 establishments at which employees are employed, payroll records showing the hours
3 worked daily by and the wages paid to, and the number of piece-rate units earned by
4 and any applicable piece rate paid to, employees employed at the respective plants or
5 establishments. These records shall be kept in accordance with rules established for this
6 purpose by the commission...

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9 74. Cal. Lab. Code § 1174.5 provides, in relevant part:

10 Any person employing labor who willfully fails to maintain the records required by
11 subdivision (c) of Section 1174 or accurate and complete records required by
12 subdivision (d) of Section 1174, or to allow any member of the commission or
13 employees of the division to inspect records pursuant to subdivision (b) of Section
14 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

15 75. IWC Wage Order 1-2001, Section 7, provides, in relevant part:

16 (A) Every employer shall keep accurate information with respect to each employee
17 including the following:

- 18 (3) ... Time records showing when the employee begins and ends each work period....
19 (4) Total wages paid each payroll period...
20 (5) Total hours worked during the payroll period and applicable rates of pay... .

21 (B) Every employer who has control over wages, hours, or working conditions shall
22 semimonthly or at the time of each payment of wages furnish each employee an
23 itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the
24 period for which the employee is paid; (3) the name of the employee or the employee's
25 social security number; and (4) the name of the employer, provided all deductions made
26 on written orders of the employee may be aggregated and shown as one item. (See
27 Labor Code Section 226.) This information shall be furnished either separately or as a
28 detachable part of the check, draft, or voucher paying the employee's wages....

76. Defendant's policies and practices result in failure to issue compliant itemized wage
statements containing all of the information required under Cal. Lab. Code § 226 and to maintain all
records required under Cal. Lab. Code §§ 226 and 1174.

77. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in
which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by those
sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and 1174.5.
Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees
for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an
accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a). Plaintiff also seeks
civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to

maintain records in compliance with Cal. Lab. Code §§ 226 and 1174 and IWC Wage Order 1-2001.

78. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on May 22, 2025, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. On May 22, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §§ 2699.3(a) and (c).

79. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699.

80. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

81. Wherefore, Plaintiff requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION
Penalties Pursuant to Cal. Lab. Code § 2699(a)
(Waiting Time Penalties)
(On Behalf of the State of California and Aggrieved Employees)

82. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

83. Cal. Lab. Code § 2699(a) provides:
Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself or herself and to other current or former employees.

84. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

85. Cal. Lab. Code § 203 provides, in relevant part:

1 If an employer willfully fails to pay, without abatement or reduction, in accordance
2 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
3 or who quits, the wages of the employees shall continue as a penalty from the due date
4 thereof at the same rate paid or until an action therefor is commenced; but the wages
5 shall not continue for more than 30 days.

6 86. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil penalty
7 in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

8 87. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
9 Defendant, as alleged above, to timely pay all wages owed to Plaintiffs and the Aggrieved Employees
10 in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§
11 203 and 256.

12 88. Cal. Lab. Code § 226(a) provides:

13 Every employer shall, semimonthly or at the time of each payment of wages, furnish
14 each of his or her employees, either as a detachable part of the check, draft, or voucher
15 paying the employee’s wages, or separately when wages are paid by personal check or
16 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
17 total hours worked by the employee, except for any employee whose compensation is
18 solely based on a salary and who is exempt from payment of overtime under
19 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
20 Commission, (3) the number of piece-rate units earned and any applicable piece-rate
21 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
22 deductions made on written orders of the employee may be aggregated and shown as
23 one item, (5) net wages earned, (6) the inclusive dates of the period for which the
24 employee is paid, (7) the name of the employee and his or her social security number,
25 (8) the name and address of the legal entity that is the employer, and (9) all applicable
26 hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee.

28 89. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an
employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period,
not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
an award of costs and reasonable attorney’s fees.

90. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
in an initial citation and one thousand dollars (\$1,000) per employee for each violation
in a subsequent citation, for which the employer fails to provide the employee a wage
deduction statement or fails to keep the records required in subdivision (a) of Section
226. The civil penalties provided for in this section are in addition to any other penalty
provided by law.

91. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

92. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 22, 2025, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On May 22, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiffs satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

93. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699.

94. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

95. Wherefore, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION
Penalties Pursuant to Cal. Lab. Code § 2699(f)
(Meal and Rest Period Premiums)
(On Behalf of the State of California and Aggrieved Employees)

96. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

97. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

98. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees

1 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
2 commission basis or method of calculation.”

3 99. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
4 conditions that violate the Wage Orders.

5 100. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 1-2001 require Defendants to
6 authorize, permit, and/or make available timely and compliant meal to their employees. Cal. Lab. Code
7 §§ 226.7 and 512 and IWC Wage Order 1-2001 prohibit employers from employing an employee for
8 more than five (5) hours without a meal period of not less than thirty (30) minutes, and from employing
9 an employee more than ten (10) hours per day without providing the employee with a second meal
10 period of not less than thirty (30) minutes.

11 101. Cal. Lab. Code § 226.7 and IWC Wage Order 1-2001 require Defendants to pay
12 employees one additional hour of pay at their regular rate of compensation for each workday that a
13 timely, compliant meal or rest period is not provided.

14 102. Defendant’s policies and practices result in meal periods violations and Defendant’s
15 failure to pay proper premium payments for non-compliant meal breaks.

16 103. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
17 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
18 in which Plaintiff and Aggrieved Employees was aggrieved, in the amounts established by Cal. Lab.
19 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
20 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
21 Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 1-2001, and any other violation alleged herein which
22 does not carry penalties under Cal. Lab. Code § 2699(a).

23 104. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on May 22, 2025, Plaintiff provided
24 the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this
25 claim. On May 22, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least
26 sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the
27 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
28 2699.3(a) and (c).

105. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

106. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

107. Wherefore, Plaintiff requests relief as hereinafter provided.

SEVENTH CAUSE OF ACTION
Penalties Pursuant to Cal. Lab. Code § 2699(f)
(Failure to Pay Wages Timely)
(On Behalf of the State of California and Aggrieved Employees)

108. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

109. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

110. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation."

111. Cal. Lab. Code § 204(a) provides that "[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month...." and "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

112. IWC Wage Order 1-2001(2)(G) defines hours worked as "the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

113. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

114. Defendant's policies and practices result in failure to pay all wages, including off-the-clock work, meal and rest period premiums, timely under the timeframes set forth in § 204.

115. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and Aggrieved Employees was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 1198, IWC Wage Order 1-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

116. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on May 22, 2025, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim. On May 22, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a) and (c).

117. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

118. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

119. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendants have violated the Cal. Lab. Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil

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- penalties provided under the PAGA;
3. For an award of reasonable attorneys’ fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
4. For all costs of suit; and
5. For such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Date: July 29, 2025

/s/ Carolyn H. Cottrell
Carolyn H. Cottrell
Ori Edelstein
SCHNEIDER WALLACE
COTTRELL KIM LLP

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Date: July 29, 2025

Respectfully Submitted,

/s/ Carolyn H. Cottrell
Carolyn H. Cottrell
Ori Edelstein
SCHNEIDER WALLACE
COTTRELL KIM LLP

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees