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Superior Court of California
County of Sacramento
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By: A. Gray Deputy

Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ALMA ROSA RODRIGUEZ and SHAKEIMA
FREEMAN, individuals on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

COGIR MANAGEMENT USA INC., a
Delaware Corporation; and DOES 1 TO 50,

Defendants.

Case Number: 25CV010769

Individual and Class Action Complaint For:

1. Unlawful Hostile Work Environment
Sexual Harassment in Violation of
California's Fair Employment and Housing
Act ("FEHA");
2. Failure to Prevent Sexual Harassment in
Violation of FEHA;
3. Unlawful Retaliation in Violation of
FEHA;
4. Unlawful Whistleblower Retaliation; and
5. Constructive Wrongful Termination.
6. Failure to Pay All Minimum Wages,
7. Failure to Pay All Overtime Wages,
8. Failure to Pay Accrued Vacation Wages,
9. Failure to Provide Rest Periods and Pay
Missed Rest Period Premiums,
10. Failure to Provide Meal Periods and Pay
Missed Meal Period Premiums,

11. Failure to Maintain Accurate Employment Records,
12. Failure to Pay Wages Timely during Employment,
13. Failure to Pay All Wages Earned and Unpaid at Separation,
14. Failure to Indemnify All Necessary Business Expenditures,
15. Failure to Furnish Accurate Itemized Wage Statements, and
16. Violations of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).
17. Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for Violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 1102.5, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and Other Provisions of the Labor Code.

Demand for Jury Trial

1 Plaintiffs Alma Rosa Rodriguez and Shakeima Freeman (collectively “Plaintiffs”), on behalf of
2 themselves and all other similarly situated employees within the State of California, complain and
3 allege of defendants Cogir Management USA Inc. and Does 1 to 50 (collectively, “Defendants”), and
4 each of them, as follows:

5 **I. INTRODUCTION**

6 1. This is a class action complaint brought pursuant to California Code of Civil Procedure
7 section 382.

8 2. The “Class Period” as used herein, is defined as the period from four years prior to the
9 filing of this action and continuing into the present and ongoing. Defendants’ violations of California’s
10 laws as described more fully below have been ongoing throughout the Class Period and are still
11 ongoing.

12 3. Plaintiffs bring this class action on behalf of themselves and the following class: *All*
13 *individuals who are or were employed by Defendants as non-exempt employees in California during*
14 *the Class Period* (the “Class Members”). (Code Civ. Proc., § 382.)

15 4. Plaintiffs bring this action on behalf of themselves and the Class Members, as a class
16 action, against Defendants for:

- 17 A. Failure to pay all minimum wages,
- 18 B. Failure to pay all overtime wages,
- 19 C. Failure to pay accrued vacation wages,
- 20 D. Failure to provide rest periods and pay missed rest period premiums,
- 21 E. Failure to provide meal periods and pay missed meal period premiums,
- 22 F. Failure to maintain accurate employment records,
- 23 G. Failure to pay wages timely during employment,
- 24 H. Failure to pay all wages earned and unpaid at separation,
- 25 I. Failure to indemnify all necessary business expenditures,
- 26 J. Failure to furnish accurate itemized wage statements, and
- 27 K. Violations of California’s Unfair Competition Law (“UCL”) (Bus. & Prof.
28 Code, §§ 17200–17210).

1 5. This action is also a representative action brought pursuant to the California Labor Code
2 Private Attorneys General Act of 2004 (“PAGA”), codified at California Labor Code sections 2698
3 through 2699.6.

4 6. The “PAGA Period” as used herein, is defined as the period from May 2, 2024, and
5 continuing into the present and ongoing.

6 7. This PAGA action is brought on behalf of Plaintiffs, the State of California as private
7 attorney general, and on behalf of the following aggrieved employees: All individuals who are or were
8 employed by Defendants as non-exempt employees in California during the PAGA Period (the
9 “Aggrieved Employees”).

10 8. Plaintiffs are informed and believe and thereon allege that the California Industrial
11 Welfare Commission (“IWC”) Wage Orders applicable to the facts of this case are IWC Wage Orders
12 4-2001 and/or 5-2001 (the “Applicable Wage Orders”) and possibly others that may be applicable.
13 (Cal. Code of Regs., tit. 8, §§ 11040, 11050.) Plaintiffs reserve the right to amend or modify the
14 definition of “Applicable Wage Orders” with greater specificity or add additional IWC Wage Orders
15 if additional applicable wage orders are discovered in litigation.

16 **II. JURISDICTION & VENUE**

17 9. This Court has subject matter jurisdiction over all causes of action asserted herein
18 pursuant to Article VI, section 10, of the California Constitution and Code of Civil Procedure section
19 410.10 because this is a civil action in which the matter in controversy, exclusive of interest, exceeds
20 \$25,000, and because each cause of action asserted arises under the laws of the State of California or
21 is subject to adjudication in the courts of the State of California.

22 10. This Court has personal jurisdiction over Defendants because Defendants have caused
23 injuries in the County of Sacramento and the State of California through their acts, and by their
24 violation of the California Labor Code and California state common law. Defendants transact millions
25 of dollars of business within the State of California. Defendants own, maintain offices, transact
26 business, have an agent or agents within the County of Sacramento, and/or otherwise are found within
27 the County of Sacramento, and Defendants are within the jurisdiction of this Court for purposes of
28 service of process.

1 11. Venue as to Defendants is proper in this judicial district, pursuant to section 395 of the
2 Code of Civil Procedure. Defendants operate within California and do business within Sacramento
3 County, California. The unlawful acts alleged herein have a direct effect on Plaintiffs and all of
4 Defendants' employees identified above within Sacramento County and surrounding counties where
5 Defendants may remotely operate.

6 12. This matter is not appropriate for removal under the Class Action Fairness Act (28
7 U.S.C. § 1332) as the amount in controversy for Plaintiffs' and the Class Members' claims, in
8 aggregate, is less than \$5 million. Additionally, all the allegations herein occurred in the State of
9 California. As such, even if the amount in controversy did exceed \$5 million this matter would still not
10 be appropriate for removal under the "local controversy" exception to the Class Action Fairness Act.
11 (28 U.S.C. § 1332, subd. (d)(4)(A).)

12 **III. THE PARTIES**

13 **A. PLAINTIFF**

14 13. At all relevant times, Plaintiffs, who are over the age of 18, were and currently are
15 citizens of California residing in the State of California. Defendants employed Plaintiffs as non-exempt
16 hourly employees.

17 14. Plaintiffs bring this action on behalf of themselves and the following class pursuant to
18 section 382 of the Code of Civil Procedure as follows: *All individuals who are or were employed by*
19 *Defendants as non-exempt employees in California during the Class Period* (the "Class Members").

20 15. Plaintiffs also bring this action on behalf of themselves and the State of California, as
21 private attorneys general, and on behalf of the following group of aggrieved employees: All individuals
22 who are or were employed by Defendants as non-exempt employees in California during the PAGA
23 Period (the "Aggrieved Employees").

24 16. The Class Members and the Aggrieved Employees, at all times pertinent hereto, are or
25 were employees of Defendants during the relevant statutory period.

26 **B. DEFENDANTS**

27 17. Plaintiffs are informed and believe and thereon allege that Defendants were authorized
28 to and doing business in Sacramento County and is and/or was the legal employer of Plaintiffs, the

1 other Aggrieved Employees, and the other Class Members during the applicable statutory periods.
2 Plaintiffs, the other Aggrieved Employees, and the other Class Members were, and are, subject to
3 Defendants' policies and/or practices complained of herein and have been deprived of the rights
4 guaranteed to them by: California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7,
5 227.3, 510, 512, 1102.5, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and
6 others that may be applicable; California Business and Professions Code sections 17200 through 17210
7 ("UCL"); and the Applicable Wage Orders (Cal. Code of Regs., tit. 8, §§ 11040, 11050).

8 18. Plaintiffs are informed and believe, and based thereon allege, that during the Class
9 Period, Defendants did (and continue to do) business in the State of California, County of Sacramento.

10 19. Plaintiffs do not know the true names or capacities, whether individual, partner, or
11 corporate, of the defendants sued herein as Does 1 to 50, inclusive, and for that reason, said defendants
12 are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this
13 complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe,
14 and thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate,
15 were responsible in some manner for the acts and omissions alleged herein, and proximately caused
16 Plaintiffs, the other Aggrieved Employees, and the other Class Members to be subject to the unlawful
17 employment practices, wrongs, injuries, and damages complained of herein.

18 20. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
19 herein, Defendants were and/or are the employers of Plaintiffs, the other Aggrieved Employees, and
20 the other Class Members. At all times herein mentioned, each of said Defendants participated in the
21 doing of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the
22 Defendants, and each of them, were the agents, representatives, and employees of each and every one
23 of the other Defendants, and at all times herein mentioned were acting within the course and scope of
24 said agency, representation, and employment. Defendants, and each of them, approved of, condoned,
25 or otherwise ratified every one of the acts or omissions complained of herein.

26 21. Plaintiffs are further informed, and believe, and thereon allege, that at all times
27 mentioned herein, that Defendants, and each of them, are the alter egos of one another and that there
28 existed and now exists a unity of interest and ownership between them such that the individuality and

1 separateness of each of them has ceased. Plaintiffs are further informed, and believe, and thereon allege,
2 that at all times mentioned herein, that Defendants, and each of them, have been and now are mere
3 shells and naked frameworks that their principal uses for the conduct of that Defendant's own business,
4 property, and affairs, for which Defendants, and each of them, have concealed and misrepresented their
5 identities as the entities responsible for their ownership, management, and financial interests.

6 22. Plaintiffs are further informed, and believe, and thereon allege, that at all times
7 mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture,
8 partnership, and common enterprise, and acting within the course and scope of and in pursuance of said
9 joint venture, partnership, and common enterprise. Further, Plaintiffs are informed, and believe, and
10 thereon allege, that all Defendants were joint employers for all purposes of Plaintiffs, the other
11 Aggrieved Employees, and the other Class Members.

12 **IV. COMMON FACTS & ALLEGATIONS**

13 23. Plaintiffs and the other Class Members (collectively, the "Class Members") are, and
14 were at all relevant times, employed by the Defendants within the State of California.

15 24. Likewise, Plaintiffs and the other Aggrieved Employees (collectively, the "Aggrieved
16 Employees") are, and were at all relevant times, employed by the Defendants within the State of
17 California.

18 25. The Class Members are, and were, at all relevant times, non-exempt employees for the
19 purposes of minimum wages, overtime, rest breaks, meal periods, and the other claims alleged in this
20 complaint.

21 26. Specifically, Plaintiff Shakeima Freeman's ("Ms. Freeman") employment with
22 Defendants began on or about January 21, 2025, and continues to the present. Thus, Ms. Freeman
23 was/is employed by Defendants within the statutory Class Period, working as an hourly, non-exempt
24 Activities Assistant for Defendants. Ms. Freeman's duties include planning, executing, organizing, and
25 coordinating a variety of activities for residents including, but not limited to, cardio classes, daily
26 walks, games, cooking and arts and crafts, assisting residents with personal care, escorting residents to
27 dining hall and assisting with meal service.
28

1 27. Plaintiff Alma Rosa Rodriguez' ("Ms. Rodriguez") was employed by Defendants from
2 on or about May 2024 through February 21, 2025. Thus, Ms. Rodriguez was employed by Defendants
3 within the statutory Class Period, working as an hourly, non-exempt prep cook for Defendants. Ms.
4 Rodriguez' duties included preparing food for meal service, setting up and cleaning work area,
5 restocking food, assisting with meal service and assisting with other kitchen operations as needed.

6 28. Shortly after Ms. Rodriguez' employment with Defendants began, Ms. Rodriguez began
7 feeling extremely uncomfortable in the workplace due to the unwanted sexual harassment and a hostile
8 work environment that she was subjected to on a regular basis by her Supervisor, Salvador Briseno
9 ("Briseno"). Throughout Ms. Rodriguez' employment, Briseno regularly and repeatedly subjected Ms.
10 Rodriguez to unwanted sexual advances, unsolicited flirtatious remarks, sexually vulgar commentary,
11 sexually suggestive comments/innuendos, and other inappropriate sexual comments and conduct
12 including, but not limited to, invading Ms. Rodriguez' space, non-consensual touching and/or attempts
13 to touch Ms. Rodriguez.

14 29. During Ms. Rodriguez employment, Briseno would regularly leer at her in a sexual
15 manner by looking her up and down and staring at her body, in a manner that Ms. Rodriguez felt was
16 as if Briseno was undressing her with his eyes.

17 30. During her employment, Briseno made offensive and sexually suggestive comments to
18 Plaintiff Rodriguez' about her body at every opportunity. For example, when Briseno saw Ms.
19 Rodriguez give a co-worker a hug, Briseno told Ms. Rodriguez that he wished it was him, because
20 Briseno wanted to feel Ms. Rodriguez' body against his.

21 31. On several occasions, Briseno made sexually charged comments to Plaintiff in the
22 workplace regarding her physical appearance, which made Plaintiff feel very uncomfortable. For
23 example, while staring at Ms. Rodriguez' breasts, Briseno would make comments such as "I hope I
24 don't make a mistake and grab something else" and "It's super hard for me to just look at the necklace
25 and not look below it, but I'll do my best."

26 32. On several occasions, Briseno attempted to flirt with Ms. Rodriguez in the workplace
27 and/or made sexually suggestive comments and sexual advances. For example, Briseno repeatedly
28 asked Ms. Rodriguez to "come, I want to tell you something. I don't know why, but I really, really like

1 you a lot,” and say things like “too bad that I am so old and that I met you late. Otherwise, it would
2 have been something else. I would have conquered you.”

3 33. The aforementioned inappropriate sexual comments and conduct occurred on an almost
4 daily basis.

5 34. In addition to making inappropriate sexual comments towards Ms. Rodriguez, Briseno
6 engaged in offensive, sexually harassing improper touching and/or attempts to touch Plaintiff
7 throughout her employment by including, but not limited to, repeatedly and intentionally invading
8 Plaintiff Rodriguez personal space. On one occasion, when Ms. Rodriguez wanted to exit from a small
9 area in the kitchen where she was working, rather than moving out of the way, Briseno told Ms.
10 Rodriguez “pass by. I’m not going to bite you.” When Briseno refused to move to let her pass, Ms.
11 Rodriguez attempted to carefully pass without touching Briseno. However, because it was such a small
12 space, Ms. Rodriguez was unable to do so. Briseno then commented to Plaintiff "Oh, just feeling the
13 rubbing of your body made my hair stand up and gave me goosebumps." On another occasion, Briseno
14 hugged Ms. Rodriguez without her consent. When Ms. Rodriguez attempted to pull away, Briseno
15 squeezed her tighter and made the comment “ I just wanted to make sure I felt them touch me” referring
16 to Ms. Rodriguez’ breasts. Similarly, on yet another occasion, Briseno grabbed Ms. Rodriguez hand
17 without her consent claiming he could read Ms. Rodriguez future. Briseno proceeded to rub Ms.
18 Rodriguez’ hand in a sexually aggressive manner. When Ms. Rodriguez pulled away, Briseno made
19 the comment “did you feel what I feel.”

20 35. Ms. Rodriguez disgusted by Briseno’s actions and comments, rebuffed each of
21 Briseno’s sexual advances and asked Briseno on multiple occasions to refrain from engaging in
22 inappropriate conduct and making inappropriate sexually harassing comments because it made her
23 uncomfortable. However, each time Ms. Rodriguez rebuffed Briseno’s sexual advances, inappropriate
24 sexual comments and conduct, Briseno would retaliate against Ms. Rodriguez by verbally attacking
25 her in an aggressive manner, treating her with hostility, criticize her work and change her job duties.
26 Ms. Rodriguez observed Briseno treat other employees, including another female employee that was
27 subjected to similar sexually harassing conduct, in the same aggressive and hostile manner when they
28

1 confronted Briseno regarding his inappropriate behavior. As a result, Ms. Rodriguez became extremely
2 fearful of confronting Briseno because she was scared that he would further retaliate against her.

3 36. To escape Briseno's sexual harassment and retaliation, Ms. Rodriguez went to the
4 Human Resource manager, Janet Jones ("Jones") on at least three occasions to ask whether there were
5 any open positions in other departments. Ms. Rodriguez was afraid of reporting Briseno's sexual
6 harassment to the Human Resource manager, Janet Jones ("Jones") because Ms. Rodriguez perceived
7 Jones, as a manager and supervisor, actively played a role in creating and maintaining the hostile work
8 environment because Jones had worked with Briseno for many years and knew about Briseno's
9 inappropriate behavior, and did nothing to stop it. In addition, as explained in further detail below, it
10 became readily apparent to Ms. Rodriguez that her complaints would be ignored as a result of the
11 readily apparent corporate culture of turning a blind-eye to illegal acts under the guise of maintaining
12 the status quo and evading the costs tied to accountability.

13 37. When Briseno learned that Ms. Rodriguez had applied to a position in another
14 department, Briseno became aggressive and hostile towards Ms. Rodriguez. Briseno told Ms.
15 Rodriguez he would make sure she didn't get the position because she was his property. Ms. Rodriguez
16 did not get the position. However, Ms. Rodriguez continued to apply for positions in different
17 departments with Defendants.

18 38. On or about January 31, 2025, Ms. Rodriguez interviewed for a position as an activity
19 assistant. Ms. Rodriguez was interviewed by the Activity Director, Sarah, and Human Resource
20 manager, Janet Jones ("Jones"). Sarah and Jones told Ms. Rodriguez they would let her know whether
21 she would be offered the position by the end of that week. After the end of the interview, Jones asked
22 Ms. Rodriguez why she wanted out of the kitchen so bad. Fearing backlash from reporting Briseno's
23 sexual harassment, Ms. Rodriguez asked Jones if she could discuss her reasons in private. Ms.
24 Rodriguez told Jones in private about the ongoing sexual harassment and hostile work environment
25 that she had been subjected to since she began working for Defendants. Ms. Rodriguez emphasized
26 that she had been reluctant to make a complaint sooner because she feared what Briseno would do if
27 he found out, as well as how she would be perceived by the other people she worked with. Jones asked
28 Ms. Rodriguez whether she was sure that she wanted to proceed with making the complaint. Although

1 still fearful of what Briseno might do, Ms. Rodriguez reluctantly told Jones she would like to proceed.
2 Jones assured Ms. Rodriguez she would do something about Briseno's inappropriate sexual comments
3 and inappropriate conduct.

4 39. Despite Jones' assurance that she would do something about Briseno's inappropriate
5 sexual comments and inappropriate conduct, Ms. Rodriguez was forced to work in fear with Briseno.
6 To assuage Ms. Rodriguez' concerns regarding her safety, Jones told Ms. Rodriguez that she lived 10
7 minutes away and would walk Ms. Rodriguez to her car and make sure she got home safe.

8 40. On February 6, 2025, Ms. Rodriguez again, told Jones she did not want to have to work
9 with or report to Briseno. Ms. Rodriguez also provided Jones with a letter reiterating the numerous
10 occasions where Briseno subjected her to sexual harassment and a hostile work environment. Jones
11 told Ms. Rodriguez that Defendant would do something about Briseno's inappropriate sexual
12 comments and inappropriate conduct.

13 41. On February 10, 2025, Plaintiff was interviewed by a Leticia Higuera ("Higuera") from
14 regional operations. During this meeting, Ms. Rodriguez described in detail Briseno's repeated sexual
15 harassment. Higuera told Ms. Rodriguez that an investigation regarding her complaint would be
16 conducted and that she would call her by February 14, 2025, to inform her of the outcome. Higuera did
17 not call Ms. Rodriguez to inform her of the outcome.

18 42. Although Ms. Rodriguez continued to appear for work as scheduled, she felt fearful of
19 encountering Briseno at work. Defendants had not informed her of any measures taken to address her
20 complaint about Briseno. Ms. Rodriguez' fear and worry was compounded by the fact that co-workers
21 were treating her with hostility. One co-worker even asked her why she reported Briseno. Ms.
22 Rodriguez had not shared any information about her complaint against Briseno.

23 43. On February 21, 2025, Ms. Rodriguez called Higuera to follow up regarding the
24 outcome of the investigation. Higuera told Ms. Rodriguez she would call her back. Again, Higuera did
25 not call Ms. Rodriguez to advise her on the outcome of the investigation.

26 44. As Ms. Rodriguez had not heard back from Higuera or anyone else on behalf of the
27 company, on or about February 21, 2025, Ms. Rodriguez fearful and distressed, asked to meet with
28 Jones and the site manager, Tony Montellano ("Montellano") to plead with them to help her. Ms.

1 Rodriguez told Jones and Montellano that a co-worker had approached her to ask why she reported
2 Briseno and that she was extremely concerned for her safety. Ms. Rodriguez told Jones and Montellano
3 that she was terrified of working the nightshift when no management was present. Ms. Rodriguez plead
4 with Jones and Montellano to allow her to work during the daytime when management are onsite. Jones
5 and Montellano told Ms. Rodriguez she was overreacting. Jones and Montellano further stated while
6 they couldn't give her any details, she shouldn't worry because Briseno wouldn't waste his time to
7 bother her. Ms. Rodriguez.

8 45. Unable to continue working in a hostile environment where she was in constant fear for
9 her safety, Ms. Rodriguez was constructively terminated from her employment on, or about February
10 21, 2025. In short, Ms. Rodriguez was subjected to a pattern and practice of sexual harassment and a
11 sexually hostile work environment in violation of California's Fair Employment and Housing Act,
12 which caused and is still causing her to experience significant emotional distress and economic losses.

13 46. Ms. Rodriguez was also subjected to retaliatory harassment, which further added
14 to/caused a hostile work environment (retaliatory harassment). Ms. Rodriguez reported sexual
15 harassment to Defendants including various employees of Defendants including but not limited to
16 Jones and Higuera and Montellano. In doing so, Plaintiff opposed practices by FEHA and had
17 protected status under FEHA, public policy and Labor Code 1102.5.

18 47. Defendants had a negative reaction to Ms. Rodriguez' complaints, including forcing
19 Ms. Rodriguez continue to work with Briseno, making negative comments about said reports, denying
20 to hire Ms. Rodriguez for the activity assistant position, as well as refusing to take any measures to
21 guarantee Ms. Rodriguez safety or address her complaints of illegal conduct. Said actions and
22 comments amounted to retaliatory harassment, as well as retaliation, and contributed to the overall
23 hostile work environment.

24 48. As described above, during Ms. Rodriguez employment with Defendants and during the
25 applicable statutory period, Ms. Rodriguez was subjected to repeated, severe, and pervasive instances
26 of flagrant unwanted and inappropriate conduct of a sexual nature, creating an intolerable workplace.
27 This conduct targeted Plaintiff because of her sex and/or gender and was taken by Defendants, their
28

1 supervisors, and/or their agents with the knowledge and/or imputed knowledge of Defendants, their
2 supervisors, and/or their agents.

3 49. As described above, the harassing conduct experienced by Ms. Rodriguez was hostile,
4 intimidating, offensive, oppressive, and/or abusive to Ms. Rodriguez, and any reasonable person in Ms.
5 Rodriguez' circumstances would have considered the work environment to be hostile, intimidating,
6 offensive, oppressive, and/or abusive. Defendants knew and/or should have known of the conduct
7 experienced by Ms. Rodriguez and failed to take all reasonable immediate and appropriate corrective
8 steps to put an end to it. These facts present a clear-cut case of hostile work environment sexual
9 harassment and easily meet the low bar established by the California legislature.

10 As described above, Ms. Rodriguez was subjected to unwelcome and unlawful sexual
11 harassment during the course of his employment with Defendants. Defendants knew and/or should
12 have known of the conduct experienced by Ms. Rodriguez and failed to take all reasonable immediate
13 and appropriate corrective steps to put an end to it. Defendants' failure to take prompt remedial action
14 to end the sexual harassment of Ms. Rodriguez exacerbated the sexual harassment experienced by Ms.
15 Rodriguez, allowed the sexually-harassing acts to continue, emboldened Ms. Rodriguez sexual
16 harassers, and increased the harm experienced by Ms. Rodriguez.

17 50. As described above, the sexual harassment experienced by Ms. Rodriguez, as well as
18 Defendants failure to prevent sexual harassment and a hostile work environment caused Ms. Rodriguez
19 to suffer significant damage as a direct, foreseeable, and proximate result of the willful, knowing, and
20 intentional harassing conduct of Defendants, their supervisors, and/or their agents. Ms. Rodriguez
21 suffered and continues to suffer substantial and tangible losses in earnings and job benefits, as well as
22 humiliation, embarrassment, mental and emotional distress and discomfort.

23 51. As described above, during Ms. Rodriguez' employment with Defendants and during
24 the applicable statutory period, Plaintiff engaged in activity protected by FEHA. On learning of Ms.
25 Rodriguez. participation in this protected activity, Defendants took retaliatory adverse employment
26 action against Ms. Rodriguez. Plaintiff's participating in this protected activity was a substantial
27 motivating reason for Defendants' decision to take adverse employment action against Ms. Rodriguez.
28

1 Defendants' adverse action against Ms. Rodriguez specifically targeted Ms. Rodriguez because of her
2 engagement in protected activity.

3 52. As described above, the retaliation experienced by Ms. Rodriguez caused Ms.
4 Rodriguez to suffer significant damage as a direct, foreseeable, and proximate result of the willful,
5 knowing, and intentional retaliatory conduct of Defendants. Ms. Rodriguez suffered and continues to
6 suffer substantial and tangible losses in earnings and job benefits, as well as humiliation,
7 embarrassment, mental and emotional distress and discomfort.

8 53. As described above, during Ms. Rodriguez' employment with Defendants and during
9 the applicable statutory period, Plaintiff complained of, reported, resisted, and/or refused to participate
10 in suspected unlawful activity being committed by Defendants. Ms. Rodriguez reasonably believed
11 that Defendants were engaging in unlawful activity and that the information disclosed by Plaintiff's
12 complaint, report, resistance, and/or refusal disclosed a violation of California law.

13 54. As described above, upon learning of Ms. Rodriguez' complaint, report, resistance,
14 and/or refusal to participate in suspected unlawful activity, Defendants took retaliatory adverse
15 employment action against Ms. Rodriguez. Ms. Rodriguez' complaint, report, resistance, and/or refusal
16 to participate in suspected unlawful activity was a substantial motivating reason and contributing factor
17 for Defendants' decision to take adverse employment action against Ms. Rodriguez. Defendants'
18 adverse action against Ms. Rodriguez specifically targeted Ms. Rodriguez because of her complaint,
19 report, resistance, and/or refusal to participate in suspected unlawful activity.

20 55. As described above, the retaliation experienced by Ms. Rodriguez caused Ms.
21 Rodriguez to suffer significant damage as a direct, foreseeable, and proximate result of the willful,
22 knowing, and intentional retaliatory conduct of Defendants. Ms. Rodriguez suffered and continues to
23 suffer substantial and tangible losses in earnings and job benefits, as well as humiliation,
24 embarrassment, mental and emotional distress and discomfort

25 56. As described above, Defendants' acts against Ms. Rodriguez were wanton, willful, and
26 intentional, and were committed with malice or with reckless indifference to Ms. Rodriguez protected
27 rights, justifying an award of punitive damages.
28

1 57. Throughout Ms. Rodriguez’ employment, Ms. Rodriguez, Ms. Freeman and Class
2 Members also experienced systematic wage and hour violations as outlined below.

3 **A. MINIMUM WAGE VIOLATIONS**

4 58. Labor Code section 1197 requires employees to be paid at least the minimum wage fixed
5 by the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code
6 section 1194 entitles “any employee receiving less than the legal minimum wage . . . to recover in a
7 civil action the unpaid balance of the full amount of this minimum wage.” Likewise, the Applicable
8 Wage Orders also obligate employers to pay each employee minimum wages for all hours worked.
9 (Cal. Code of Regs., tit. 8, §§ 11040, 11050.) Labor Code section 1198 makes unlawful the employment
10 of an employee under conditions that the IWC Wage Orders prohibit.

11 59. These minimum wage standards apply to each hour that employees work. Therefore, an
12 employer’s failure to pay for any particular time worked by an employee is unlawful, even if averaging
13 an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above
14 minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)

15 60. Here, Defendants failed to fully conform their pay practices to the requirements of the
16 law during the relevant statutory periods. The Class Members and the Aggrieved Employees were not
17 compensated for all hours worked including, but not limited to, all hours they were subject to the control
18 of Defendants and/or suffered or permitted to work under the California Labor Code and the Applicable
19 Wage Orders. Among other violations, the Class Members and the Aggrieved Employees were subject
20 to the control of Defendants while off-the-clock and did not receive minimum wage for each hour
21 worked.

22 61. Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an
23 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees
24 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
25 due and interest thereon.

26 62. When employees, such as the Class Members, are not paid for all hours worked under
27 Labor Code section 1194, they are entitled to recover minimum wages for the time which they received
28 no compensation. (See *Sillah v. Command International Security Services* (N.D. Cal. 2015) 154

1 F.Supp.3d 891 [employees suing for failure to pay overtime could recover liquidated damages under
2 Labor Code section 1194.2 if they also showed they were paid less than minimum wage].)

3 63. Labor Code section 1197.1 authorizes employees who are paid less than the minimum
4 wage fixed by an applicable state or local law, or by an order of the IWC, a civil penalty, among other
5 damages, as follows:

6 (1) “For any initial violation that is intentionally committed, one
7 hundred dollars (\$100) for each underpaid employee for each pay period
8 for which the employee is underpaid.”

9 (2) “For each subsequent violation for the same specific offense, two
10 hundred fifty dollars (\$250) for each underpaid employee for each pay
11 period for which the employee is underpaid regardless of whether the
12 initial violation is intentionally committed.” (Lab. Code, § 1197.1, subd.

13 (a).)

14 64. As set forth above, Defendants failed to fully compensate the Class Members and the
15 Aggrieved Employees for all minimum wages. Accordingly, the Class Members are entitled to recover
16 liquidated damages for violations of Labor Code section 1197.1.

17 65. Based upon these same factual allegations, the Class Members are likewise entitled to
18 penalties under Labor Code sections 1199.

19 **B. OVERTIME VIOLATIONS**

20 66. Labor Code section 510 requires employers to compensate employees who work more
21 than eight hours in one workday, forty hours in a workweek, and for the first eight hours worked on
22 the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee.
23 (Lab. Code, § 510, subd. (a).) Further, Labor Code section 510 obligates employers to compensate
24 employees at no less than twice the regular rate of pay when an employee works more than twelve
25 hours in a day or more than eight hours on the seventh consecutive day of work. (Lab. Code, § 510,
26 subd. (a).) These rules are also reflected in the Applicable Wage Orders.
27
28

1 67. In accordance with Labor Code section 1194 and the Applicable Wage Orders, the Class
2 Members and the Aggrieved Employees could not then agree and cannot now agree to work for a lesser
3 wage than the amount provided by Labor Code sections 510 or the Applicable Wage Orders.

4 68. Here, Defendants violated their duty to accurately and completely compensate the Class
5 Members and the Aggrieved Employees for all overtime worked. The Class Members and the
6 Aggrieved Employees periodically worked hours that entitled them to overtime compensation under
7 the law but were not fully compensated for those hours.

8 69. These actions were and are in clear violation of California's overtime laws as set forth
9 in Labor Code sections 510, 1194, 1199, and the Applicable Wage Orders. (Cal. Code of Regs., tit. 8,
10 §§ 11040, 11050.) As a result of Defendants' faulty policies and practices, the Class Members and the
11 Aggrieved Employees were not compensated for all hours worked or paid accurate overtime
12 compensation.

13 **C. UNPAID ACCRUED VACATION TIME**

14 70. California Labor Code section 227.3 states that:

15 “[W]henever a contract of employment or employer policy provides for paid
16 vacations, and an employee is terminated without having taken off his vested
17 vacation time, all vested vacation shall be paid to him as wages at his final rate
18 in accordance with such contract of employment or employer policy respecting
19 eligibility or time served; provided, however, that an employment contract or
20 employer policy shall not provide for forfeiture of vested vacation time upon
21 termination.”

22 71. Thus, when an employer has a vacation policy, it must pay out all accrued but unused
23 vacation time upon termination. An employer may not adopt policies that require forfeiture of vested
24 vacation time without compensation. (*Rhea v. General Atomics* (2014) 227 Cal.App.4th 1560, 1571
25 [“California law prohibits an employer from requiring the forfeiture of vacation time”].)

26 72. Here, Defendants had a vacation policy, and the Class Members and the Aggrieved
27 Employees had completed all prerequisites and/or necessary limitations of service required by
28 Defendants' vacation policy to accumulate vested vacation pay. Despite that fact, many of the Class

1 Members and the Aggrieved Employees were denied all accrued but unused vacation time at
2 termination in violation of California law.

3 73. By failing to pay accrued vacation time at termination of employment, Defendants have
4 violated California Labor Code provisions including, but not limited to, sections 201, 202, and 227.3.

5 **D. REST BREAK VIOLATIONS**

6 74. Pursuant to Labor Code section 226.7 and the Applicable Wage Orders, Defendants
7 were and are required to provide the Class Members and the Aggrieved Employees with compensated,
8 duty-free rest periods of not less than ten minutes for every major fraction of four hours worked. Under
9 the Applicable Wage Orders, an employer must authorize and permit all employees to take ten minute
10 duty free rest periods for every major fraction of four hours worked. (Cal. Code of Regs., tit. 8, §§
11 11040, 11050.)

12 75. Likewise, Labor Code section 226.7 provides that “[a]n employer shall not require an
13 employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute,
14 or applicable regulation, standard, or order of the Industrial Welfare Commission” (Lab. Code, §
15 226.7, subd. (b).) Labor Code section 226.7 also provides that employers must pay their employees one
16 additional hour of pay at the employee’s regular rate for each workday that a “meal or rest or recovery
17 period is not provided.” (Lab. Code, § 226.7, subd. (c).) The “regular rate” for these purposes must
18 factor in all nondiscretionary payments for work performed by the employee, including non-
19 discretionary bonuses, commissions, and other forms of wage payments exceeding the employees’ base
20 hourly rate. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.) Thus, the Wage
21 Orders set when and for how long the rest period must take place and the Labor Code establishes that
22 violations of the IWC Wage Orders are unlawful and sets forth the premium pay employer must pay
23 their employees when employers fail to provide rest periods.

24 76. The California Supreme Court has held that, during required rest periods, “employers
25 must relieve their employees of all duties and relinquish any control over how employees spend their
26 break time.” (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260.) Relinquishing
27 control over employees during rest periods requires that employees be “free to leave the employer’s
28 premises” and be “permitted to attend to personal business.” (*Id.* at p. 275.) The *Brinker* Court

1 explained in the context of rest breaks that employer liability attaches from adopting an unlawful
2 policy:

3 “An employer is required to authorize and permit the amount of rest break time
4 called for under the wage order for its industry. If it does not—if, for example,
5 it adopts a uniform policy authorizing and permitting only one rest break for
6 employees working a seven-hour shift when two are required—it has violated
7 the wage order and is liable.” (*Brinker Rest. Corp. v. Superior Court* (2012) 53
8 Cal.4th 1004, 1033.)

9 77. Here, Defendants periodically did not permit the Class Members and the Aggrieved
10 Employees to take compliant duty-free rest breaks, free from Defendants’ control as required by Labor
11 Code section 226.7, the Applicable Wage Orders, and applicable precedent. (See *Augustus v. ABM*
12 *Security Services, Inc.* (2016) 2 Cal.5th 257, 269 [concluding that “during rest periods employers must
13 relieve employees of all duties and relinquish control over how employees spend their time.”].) At all
14 relevant times, the Class Members and the Aggrieved Employees were periodically not provided with
15 legally-compliant and timely rest periods of at least ten minutes for each four hour work period, or
16 major fraction thereof due to Defendants’ unlawful rest period policies/practices. The Class Members
17 and the Aggrieved Employees were often expected and required to continue working through rest
18 periods to meet the expectations Defendants and finish the workday. In some cases when the Class
19 Members and the Aggrieved Employees worked more than ten hours in a shift, Defendants failed to
20 authorize and/or permit a third mandated rest period. As a result, the Class Members and the Aggrieved
21 Employees were periodically unable to take compliant rest periods.

22 78. In such cases where Defendants did not offer the Class Members and the Aggrieved
23 Employees the opportunity to receive a compliant off-duty rest period, “the court may not conclude
24 employees voluntarily chose to skip those breaks.” (*Alberts v. Aurora Behavioral Health Care* (2015)
25 241 Cal.App.4th 388, 410 (2015) [“If an employer fails to provide legally compliant meal or rest
26 breaks, the court may not conclude employees voluntarily chose to skip those breaks.”]; *Brinker Rest.*
27 *Corp. v. Superior Court, supra*, 53 Cal.4th at p. 1033 [“No issue of waiver ever arises for a rest break
28

1 that was required by law but never authorized; if a break is not authorized, an employee has no
2 opportunity to decline to take it.”].)

3 79. In addition to failing to authorize and permit compliant rest periods, the Class Members
4 and the Aggrieved Employees were not compensated with one hour’s worth of pay at their regular rate
5 of compensation when they were not provided with a compliant rest period in accordance with Labor
6 Code section 226.7, subdivision (c). Thus, Defendants have violated Labor Code section 226.7 and the
7 Applicable Wage Orders.

8 80. Based on the foregoing, Plaintiffs seek to recover, on behalf of themselves and other
9 non-exempt employees, rest period premiums and penalties.

10 **E. MEAL BREAK VIOLATIONS**

11 81. Labor Code section 512 and the Applicable Wage Orders require employers to provide
12 employees with a thirty-minute uninterrupted and duty-free meal period within the first five hours of
13 work. (Lab. Code, § 512, subd. (a) [“An employer shall not employ an employee for a work period of
14 more than five hours per day without providing the employee with a meal period of not less than 30
15 minutes”]; Cal. Code of Regs., tit. 8, §§ 11040, 11050 [“No employer shall employ any person
16 for a work period of more than five (5) hours without a meal period of not less than 30 minutes”].)
17 Additionally, an employee who works more than ten hours per day is entitled to receive a second thirty-
18 minute uninterrupted and duty-free meal period. (Lab. Code, § 512, subd. (a) [“An employer shall not
19 employ an employee for a work period of more than 10 hours per day without providing the employee
20 with a second meal period of not less than 30 minutes”].)

21 82. “An on-duty meal period is permitted only when the nature of the work prevents an
22 employee from being relieved of all duty and the parties agree in writing to an on-duty paid meal
23 break.” (*Lubin v. The Wackenhut Corp.* (2016) 5 Cal.App.5th 926, 932.) The written agreement must
24 include a provision allowing the employee to revoke it at any time. (*Ibid.*) Generally, the California
25 Department of Industrial Relations, Division of Labor Standards Enforcement (“DLSE”) and courts
26 have “found that the nature of the work exception applies: (1) where the work has some particular
27 external force that requires the employee to be on duty at all times, and (2) where the employee is the
28 sole employee of a particular employer.” (*Id.* at p. 945, internal quotation marks omitted; *Abdullah v.*

1 *U.S. Security Associates, Inc.* (9th Cir. 2013) 731 F.3d 952, 958–959.) “[I]t is the employer’s obligation
2 to determine whether the nature of the work prevents an employee from being relieved before requiring
3 an employee to take an on-duty meal period.” (*Lubin v. The Wackenhut Corp.*, *supra*, 5 Cal.App.5th at
4 p. 946.)

5 83. Here, the Class Members and the Aggrieved Employees were never asked to sign any
6 enforceable document agreeing to an on-duty meal period. Moreover, nothing in the nature of their
7 work involved the kind of “external force” that might justify on-duty meal breaks. (*Lubin v. The*
8 *Wackenhut Corp.*, *supra*, 5 Cal.App.5th at p. 945.) Nevertheless, Defendants periodically did not
9 provide compliant off-duty meal periods within the first five hours of work for the Class Members and
10 the Aggrieved Employees.

11 84. As with rest breaks, meal breaks must be duty-free. (*Brinker Restaurant Corp. v.*
12 *Superior Court* (2012) 53 Cal.4th 1004, 1035 [“The IWC’s wage orders have long made a meal period’s
13 duty-free nature its defining characteristic.”].) Relinquishing control over employees during meal
14 periods requires that employees be “free to leave the employer’s premises” and be “permitted to attend
15 to personal business.” (*Augustus v. ABM Security Services, Inc.*, *supra*, 2 Cal.5th at p. 275.) Under
16 Labor Code section 512, if an employer maintains a uniform policy that does not authorize and permit
17 the amount of meal time called for under the law (as specified in the Labor Code and/or applicable
18 IWC Wage Order), “it has violated the wage order and is liable.” (*Brinker Restaurant Corp. v. Superior*
19 *Court*, *supra*, 53 Cal.4th at p. 1033.)

20 85. During the applicable statutory periods here, the Class Members and the Aggrieved
21 Employees were periodically denied legally-compliant and timely off-duty meal periods of at least
22 thirty minutes due to Defendants’ unlawful meal period policy and practices. As a result of Defendants’
23 uniform meal period policies and practices, the Class Members and the Aggrieved Employees were
24 often not permitted to take compliant first meal periods before the end of the fifth hour of work. The
25 Class Members and the Aggrieved Employees were also periodically not permitted to take second meal
26 periods for shifts in excess of ten hours. Defendants thus violated Labor Code section 512 and the
27 Applicable Wage Orders by failing to advise, authorize, or permit the Class Members and the
28

1 Aggrieved Employees to receive thirty-minute, off-duty meal periods within the first five hours of their
2 shifts.

3 86. Labor Code section 226.7 provides that “[a]n employer shall not require an employee
4 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
5 applicable regulation, standard, or order of the Industrial Welfare Commission.” (Lab. Code, § 226.7,
6 subd. (b).) Labor Code section 226.7, subdivision (c), and the Applicable Wage Orders further obligate
7 employers to pay employees one additional hour of pay at the employee’s regular rate of compensation
8 for each workday that the meal period is not provided. (Lab. Code, § 226.7, subd. (c); Cal. Code of
9 Regs., tit. 8, §§ 11040, 11050 [“If an employer fails to provide an employee a meal period in accordance
10 with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay
11 at the employee’s regular rate of compensation for each workday that the meal period is not
12 provided.”].) The “regular rate” for these purposes must factor in all nondiscretionary payments for
13 work performed by the employee, including non-discretionary bonuses, commissions, and other forms
14 of wage payments exceeding the employees’ base hourly rate. (*Ferra v. Loews Hollywood Hotel, LLC*
15 (2021) 11 Cal.5th 858, 878.)

16 87. Accordingly, for each day that the Class Members and the Aggrieved Employees did
17 not receive compliant meal periods, they were and are entitled to receive meal period premiums
18 pursuant to Labor Code section 226.7 and the Applicable Wage Orders. Defendants, however, failed
19 to pay the Class Members and the Aggrieved Employees applicable meal period premiums for many
20 workdays that the employees did not receive a compliant meal period. Thus, Defendants have violated
21 Labor Code section 226.7 and the Applicable Wage Orders.

22 88. Based on the foregoing, Plaintiffs seek to recover, on behalf of themselves and other
23 non-exempt employees, meal period premiums and penalties.

24 **F. UNTIMELY WAGES DURING EMPLOYMENT**

25 89. Labor Code section 204 expressly requires employers who pay employees on a weekly,
26 biweekly, or semimonthly basis to pay all wages “not more than seven calendar days following the
27 close of the payroll period.” Labor Code section 210, subdivision (a), makes employers who violate
28 Labor Code section 204 subject to a penalty of:

1 “(1) For any initial violation, one hundred dollars (\$100) for each
2 failure to pay each employee.

3 “(2) For each subsequent violation, or any willful or intentional
4 violation, two hundred dollars (\$200) for each failure to pay each
5 employee, plus 25 percent of the amount unlawfully withheld.” (Lab.
6 Code, § 210, subd. (a).)

7 90. Notably, the penalty provided by Labor Code section 210 is “[i]n addition to, and
8 entirely independent and apart from, any other penalty provided in this article” (Lab. Code, § 210,
9 subd. (a).)

10 91. Due to Defendants’ failure to pay the Class Members and the Aggrieved Employees the
11 wages described above, along with rest and meal break premiums, Defendants failed to timely pay the
12 Class Members and the Aggrieved Employees within seven calendar days following the close of payroll
13 in accordance with Labor Code section 204 on a regular and consistent basis. (See *Parson v. Golden*
14 *State FC, LLC* (N.D. Cal., May 2, 2016, No. 16-CV-00405-JST) 2016 WL 1734010, at p. *3–5, 2016
15 U.S. Dist. LEXIS 58299 [finding that a failure to pay rest period premiums can support claims under
16 Labor Code sections 203 and 204].)

17 **G. UNTIMELY WAGES AT SEPARATION**

18 92. Labor Code section 203 provides “if an employer willfully fails to pay . . . any wages
19 of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty”
20 for up to thirty days. (Lab. Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.) As a result
21 of Defendants’ failure to pay the Class Members and the Aggrieved Employees for the wages described
22 above, along with rest and meal break premiums, Defendants violated and continue to violate Labor
23 Code section 203.

24 93. Due to Defendants’ faulty pay policies, those Class Members and the Aggrieved
25 Employees whose employment with Defendants concluded were not compensated for each and every
26 hour worked at the appropriate rate. Defendants have failed to pay formerly-employed Class Members
27 and the Aggrieved Employees whose sums were certain at the time of termination within at least
28 seventy-two hours of their resignation and have failed to pay those sums for thirty days thereafter.

1 **H. FAILURE TO REIMBURSE BUSINESS EXPENSES**

2 94. At all relevant times herein, Defendants were subject to Labor Code section 2802, which
3 states that “an employer shall indemnify his or her employees for all necessary expenditures or losses
4 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
5 obedience to the directions of the employer.” The purpose of this section is to “prevent employers from
6 passing along their operating expenses onto their employees.” (*Gattuso v. Harte-Hanks Shoppers, Inc.*
7 (2007) 42 Cal.4th 554, 562.)

8 95. At all relevant times herein, Defendants were subject to Labor Code section 2804, which
9 states that “any contract or agreement, express or implied, made by any employee to waive the benefits
10 of this article or any part thereof, is null and void, and this article shall not deprive any employee or his
11 personal representative of any right or remedy to which he is entitled under the laws of this State.”

12 96. Thus, the Class Members and the Aggrieved Employees were and are entitled to
13 reimbursement for the expenses they incurred during the course of their duties. The duty to reimburse
14 even extends to the use of equipment the employee may already own and would be required to pay for
15 anyway. (*Cochran v. Schwan’s Home Serv., Inc.* (2014) 228 Cal.App.4th 1137, 1144 [“The threshold
16 question in this case is this: Does an employer always have to reimburse an employee for the reasonable
17 expense of the mandatory use of a personal cell phone, or is the reimbursement obligation limited to
18 the situation in which the employee incurred an extra expense that he or she would not have otherwise
19 incurred absent the job? The answer is that reimbursement is always required. Otherwise, the employer
20 would receive a windfall because it would be passing its operating expenses on to the employee.”].)

21 97. Here, Defendants failed to fully reimburse the Class Members and the Aggrieved
22 Employees for necessary expenditures incurred as a direct consequence and requirement of performing
23 their job duties, including the costs associated with their personal cell phone they required to perform
24 their work. Consequently, Defendants failed to comply with Labor Code section 2802.

25 **I. WAGE STATEMENT VIOLATIONS**

26 98. Defendants also failed to provide accurate itemized wage statements in accordance with
27 Labor Code sections 226, subdivisions (a)(1), (2), (5), and (9). Labor Code section 226, subdivision
28

1 (a), obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage
2 statement in writing showing:

- 3 (1) The gross wages earned;
- 4 (2) The total hours worked by the employee;
- 5 (3) The number of piece-rate units earned and any applicable piece
6 rate if the employee is paid on a piece rate basis;
- 7 (4) All deductions, provided that all deductions made on written
8 orders of the employee may be aggregated and shown as one item;
- 9 (5) The net wages earned;
- 10 (6) The inclusive dates of the period for which the employee is paid;
- 11 (7) The name of the employee and only the last four digits of his or
12 her social security number or an employee identification number other
13 than a social security number;
- 14 (8) The name and address of the legal entity that is the employer; and
- 15 (9) All applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the
17 employee.

18 99. Due to Defendants' failure to pay the Class Members and the Aggrieved Employees
19 properly as described above, the wage statements issued do not indicate the correct amount of gross
20 wages earned, total hours worked, or the net wages earned, or the applicable hourly rates in effect
21 during the pay period and the corresponding number of hours worked at each hourly rate. Thus,
22 Defendants have violated Labor Code section 226, subdivisions (a)(1), (2), (5), and (9).

23 100. In addition to Labor Code section 226, subdivision (a), Defendants also knowingly and
24 intentionally failed to provide the Class Members and the Aggrieved Employees with accurate itemized
25 wage statements in violation of Labor Code section 226, subdivision (e). Defendants knew that they
26 were not providing the Class Members and the Aggrieved Employees with wage statements required
27 by California law but nevertheless failed to correct their unlawful practices and policies. (See *Garnett*
28 *v. ADT LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1134 [finding the defendant knowingly and

1 intentionally violated Labor Code section 226 because the “[d]efendant knew that it was not providing
2 total hours worked to plaintiff or other employees paid on commission” even though it believed that
3 employees paid solely on commission or commission and salary “are exempt and therefore we do not
4 record hours on a wage statement.”].)

5 **J. RECORDKEEPING VIOLATIONS**

6 101. Labor Code section 226, subdivision (a), requires employers to keep an accurate record
7 of, among other things, all hours worked by employees. Labor Code section 226.3 provides, in pertinent
8 part, as follows:

9 “Any employer who violates subdivision (a) of Section 226 shall be subject to a
10 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per
11 violation in an initial citation and one thousand dollars (\$1,000) per employee
12 for each violation in a subsequent citation, for which the employer fails to
13 provide the employee a wage deduction statement or fails to keep the records
14 required in subdivision (a) of Section 226. The civil penalties provided for in
15 this section are in addition to any other penalty provided by law.” (Lab. Code, §
16 226.3, emphasis added.)

17 102. Likewise, Labor Code section 1174, subdivision (d), requires every employer, including
18 Defendants, to:

19 “Keep, at a central location in the state or at the plants or establishments at which
20 employees are employed, payroll records showing the hours worked daily by
21 and the wages paid to, and the number of piece-rate units earned by and any
22 applicable piece rate paid to, employees employed at the respective plants or
23 establishments. These records shall be kept in accordance with rules established
24 for this purpose by the commission, but in any case shall be kept on file for not
25 less than three years. An employer shall not prohibit an employee from
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maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.” (Lab. Code, § 1174, subd. (d), emphasis added.)

103. As explained in detail above, Defendants failed to provide the Class Members and the Aggrieved Employees with accurate itemized wage statements. Defendants did so, in part, because they failed to accurately track hours worked by the Class Members and the Aggrieved Employees. Defendants have thus failed to keep accurate records of the “total hours worked by the employee[s]” in violation of Labor Code section 226, subdivision (a), and are therefore subject to the penalties provided by Labor Code section 226.3. These penalties are “in addition to any other penalty provided by law.” (Lab. Code, § 226.3.)

104. The failure to accurately track hours worked also resulted in a failure of Defendants to keep a record of all “payroll records showing the hours worked daily by” Defendants’ employees, including Plaintiffs, the other Aggrieved Employees, and the other Class Members and the Aggrieved Employees, in violation of Labor Code section 1174, subdivision (d).

V. EXHAUSTION OF REMEDIES PURSUANT TO FEHA

105. Prior to filing this action, and within the time provided by law, Ms. Rodriguez exhausted his administrative remedies by timely filing an administrative complaint with the State of California Civil Rights Department (“CRD”) and/or the Equal Employment Opportunity Commission (“EEOC”), which alleged all relevant facts in this complaint, and received a right-to-sue letter from the CRD and/or the EEOC authorizing the causes of action described herein. (Gov. Code, §§ 12960, subd. (b), 12965, subd. (c).) Ms. Rodriguez has thus fully and completely exhausted administrative remedies under FEHA and may now proceed with this timely-filed action.

VI. CLASS ACTION ALLEGATIONS

106. As mentioned above, Plaintiffs bring this action on behalf of themselves and the Class Members pursuant to section 382 of the Code of Civil Procedure.

107. **Numerosity/Ascertainability:** The Class Members are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the class is unknown to Plaintiffs at this time; however, it is estimated that the number of Class Members is greater than 100 individuals.

1 The identity of such membership is readily ascertainable via inspection of Defendants' employment
2 records.

3 108. **Common Questions of Law and Fact Predominate/Well Defined Community of**
4 **Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated
5 non-exempt employees, which predominate over questions affecting only individual members
6 including, without limitation to:

7 A. Whether Defendants' pay policies/practices resulted in a failure to pay the Class
8 Members for all hours worked, including all minimum wages;

9 B. Whether Defendants' pay policies/practices resulted in a failure to pay the Class
10 Members for all required overtime wages at the Class Members' regular rate of pay;

11 C. Whether Defendants' pay policies/practices resulted in a failure to pay out all
12 accrued vacation time to the Class Members at termination of employment;

13 D. Whether Defendants' rest period policies and practices afforded legally
14 compliant rest periods or compensation in lieu thereof;

15 E. Whether Defendants' meal period policies and practices afforded legally
16 compliant meal periods or compensation in lieu thereof;

17 F. Whether Defendants maintained accurate employment records;

18 G. Whether Defendants timely paid all wages during employment;

19 H. Whether Defendants timely paid all wages earned and unpaid at separation;

20 I. Whether Defendants indemnified their employees for all necessary business
21 expenditures;

22 J. Whether Defendants furnished legally-compliant wage statements to the Class
23 Members pursuant to Labor Code section 226; and

24 K. Whether Defendants' violations of the Labor Code and the Applicable Wage
25 Orders amounted to a violation of California's UCL.

26 109. **Predominance of Common Questions:** Common questions of law and fact
27 predominate over questions that affect only individual Class Members. The common questions of law
28 set forth above are numerous and substantial and stem from Defendants' uniform policies and practices

1 applicable to each individual class member, such as Defendants' uniform policy and practice of failing
2 to pay for all hours worked, Defendants' uniform policies and practices which failed to provide
3 compliant rest periods, Defendants' uniform policies and practices which failed to provide compliant
4 meal periods, Defendants' failure to provide accurate itemized wage statements, and others. As such,
5 the common questions predominate over individual questions concerning each individual class
6 member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

7 110. **Typicality:** The claims of Plaintiffs are typical of the claims of the Class Members
8 because Plaintiffs were employed by Defendants as non-exempt employees in California during the
9 statute(s) of limitation applicable to each cause of action pleaded in this complaint. As alleged herein,
10 Plaintiffs, like the other Class Members, were deprived of minimum, regular, and overtime wages
11 because of Defendants' unlawful timekeeping policies and practices, were deprived of rest periods and
12 premium wages in lieu thereof, were deprived of meal periods and premium wages in lieu thereof, were
13 subject to Defendants' uniform rest period policies and practices, were subject to Defendants' uniform
14 meal period policies and practices, were not provided accurate itemized wage statements, were not paid
15 all wages in full and on time, , and were subject to other similar policies and practices to which the
16 Class Members were subject.

17 111. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps
18 to represent fairly and adequately the interests of the Class Members. Moreover, Plaintiffs' attorneys
19 are ready, willing, and able to fully and adequately represent the Class Members and Plaintiffs.
20 Plaintiffs' attorneys have prosecuted numerous wage-and-hour class actions in state and federal court
21 in the past and are committed to vigorously prosecuting this action on behalf of the Class Members.

22 112. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
23 important public interest in establishing minimum working conditions and standards in California.
24 These laws and labor standards protect the average working employee from exploitation by employers
25 who have the responsibility to follow the laws and who may seek to take advantage of superior
26 economic and bargaining power in setting onerous terms and conditions of employment. The nature of
27 this action and the format of laws available to Plaintiffs and the Class Members make the class action
28 format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each

1 employee were required to file an individual lawsuit, Defendants would necessarily gain an
2 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
3 each individual plaintiff with their vastly superior financial and legal resources.

4 113. Moreover, requiring each Class Member to pursue an individual remedy would also
5 discourage the assertion of lawful claims by employees who would be disinclined to file an action
6 against their former or current employer for real and justifiable fear of retaliation and permanent
7 damages to their careers at subsequent employment. Further, the prosecution of separate actions by the
8 individual Class Members, even if possible, would create a substantial risk of inconsistent or varying
9 verdicts or adjudications with respect to the individual Class Members against Defendants herein, and
10 which would establish potentially incompatible standards of conduct for Defendants or legal
11 determinations with respect to individual Class Members which would, as a practical matter, be
12 dispositive of the interest of the other Class Members not parties to adjudications or which would
13 substantially impair or impede the ability of the Class Members to protect their interests.

14 114. Further, the claims of the individual Class Members are not sufficiently large to warrant
15 vigorous individual prosecution considering the concomitant costs and expenses attending thereto. As
16 such, the Class Members identified above are maintainable as a class under section 382 of the Code of
17 Civil Procedure.

18 **VII. CAUSES OF ACTION**

19 **First Cause of Action**

20 *Unlawful Hostile Work Environment Sexual Harassment in Violation of FEHA*

21 *(Against All Defendants)*

22 115. Plaintiffs reallege and incorporate by reference all previous paragraphs.

23 116. At all times relevant to this complaint, Defendants regularly employed one or more
24 individuals (Gov. Code, § 12940, subd. (j)(4)(A)) and were an entity covered by the California Fair
25 Employment and Housing Act (“FEHA”), Government Code sections 12900 through 12999, which
26 was in full force and effect and was binding on Defendants.

27 117. As described above, Plaintiff was employed by Defendants during the applicable
28 statutory period. During Plaintiff’s employment with Defendants, Plaintiff was subjected to repeated,

1 severe, and pervasive instances of flagrant unwanted and inappropriate conduct of a sexual nature
2 perpetrated by Defendants, their supervisors, and/or their agents, creating an intolerable workplace.
3 This conduct targeted Plaintiff because of her sex and/or gender and was taken by Defendants, their
4 supervisors, and/or their agents against Plaintiff's will and desire and over her protest.

5 118. The harassing conduct experienced by Plaintiff was considered by Plaintiff to be hostile,
6 intimidating, offensive, oppressive, and/or abusive. A reasonable person in Plaintiff's circumstances
7 would have considered the work environment to be hostile, intimidating, offensive, oppressive, or
8 abusive.

9 119. Defendants knew and/or should have known of the conduct experienced by Plaintiff and
10 failed to take all reasonable immediate and appropriate corrective steps to put an end to it.

11 120. As a direct and proximate result of the willful, knowing, and intentional unlawful
12 sexually harassing conduct against Plaintiff during her employment with Defendants, Plaintiff has
13 sustained and continues to sustain damages, including loss of earnings and benefits, according to proof.

14 121. As a direct and proximate result of the willful, knowing, and intentional unlawful
15 sexually harassing conduct against Plaintiff during her employment with Defendants, Plaintiff has
16 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and
17 anguish, all to her damage in a sum according to proof.

18 122. The unlawful sexually-harassing conduct against Plaintiff during her employment with
19 Defendants was done intentionally, in a malicious, oppressive, and/or fraudulent manner by
20 Defendants, their supervisors, and/or their agents, entitling Plaintiff to punitive damages.

21 123. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees, in a sum
22 according to proof.

23 **Second Cause of Action**

24 *Unlawful Hostile Work Environment Sexual Harassment in Violation of FEHA*

25 *(Against All Defendants)*

26 124. Plaintiffs reallege and incorporate by reference all previous paragraphs.

27 125. At all times relevant to this complaint, Defendants regularly employed one or more
28 individuals (Gov. Code, § 12940, subd. (j)(4)(A)) and were an entity covered by the California Fair

1 Employment and Housing Act (“FEHA”), Government Code sections 12900 through 12999, which
2 was in full force and effect and was binding on Defendants.

3 126. As described above, during Plaintiff’s employment with Defendants and during the
4 applicable statutory period, Plaintiff was subjected unwelcome and unlawful sexual harassment.

5 127. Defendants knew and/or should have known of the sexual harassing conduct
6 experienced by Plaintiff.

7 128. Defendants failed to take all reasonable immediate and appropriate corrective steps to
8 put an end to the sexual harassing conduct experienced by Plaintiff.

9 129. As a direct and proximate result of Defendants’ willful, knowing, and intentional
10 unlawful failure to prevent the sexual harassment of Plaintiff during her employment with Defendants,
11 Plaintiff has sustained and continues to sustain damages, including loss of earnings and benefits,
12 according to proof.

13 130. As a direct and proximate result of Defendants’ willful, knowing, and intentional
14 unlawful failure to prevent the sexual harassment of Plaintiff during her employment with Defendants,
15 Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical
16 pain and anguish, all to her damage in a sum according to proof.

17 131. Defendants’ unlawful failure to prevent the sexual harassment of Plaintiff during her
18 employment with Defendants was done intentionally, in a malicious, oppressive, and/or fraudulent
19 manner by Defendants, their supervisors, and/or their agents, entitling Plaintiff to punitive damages.

20 132. Plaintiff has incurred and continues to incur legal expenses and attorneys’ fees, in a sum
21 according to proof.

22 **Third Cause of Action**

23 *Unlawful Retaliation in Violation of FEHA*

24 *(Against All Defendants)*

25 133. Plaintiffs reallege and incorporate by reference all previous paragraphs.

26 134. At all times relevant to this complaint, Defendants regularly employed five or more
27 individuals and were an entity covered by the California Fair Employment and Housing Act (“FEHA”),
28

1 Government Code sections 12900 through 12999, which was in full force and effect and was binding
2 on Defendants.

3 135. Plaintiff was an employee of Defendants.

4 136. During Plaintiff's employment with Defendants and during the applicable statutory
5 period, Plaintiff engaged in the above-described activity protected by FEHA.

6 137. Defendants took retaliatory adverse employment action against Plaintiff because of and
7 in direct response to Plaintiff's participation in protected activity. Plaintiff's participating in this
8 protected activity was a substantial motivating reason for Defendants' decision to take adverse
9 employment action against Plaintiff.

10 138. As a direct and proximate result of the willful, knowing, and intentional unlawful
11 retaliatory conduct against Plaintiff during her employment with Defendants, Plaintiff has sustained
12 and continues to sustain damages, including loss of earnings and benefits, according to proof.

13 139. As a direct and proximate result of the willful, knowing, and intentional unlawful
14 retaliatory conduct against Plaintiff during her employment with Defendants, Plaintiff has suffered and
15 continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her
16 damage in a sum according to proof.

17 140. The unlawful retaliatory conduct against Plaintiff during her employment with
18 Defendants was done intentionally, in a malicious, oppressive, and/or fraudulent manner by
19 Defendants, their supervisors, and/or their agents, entitling Plaintiff to punitive damages.

20 141. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees, in a sum
21 according to proof.

22 **Fourth Cause of Action**

23 *Unlawful Whistleblower Retaliation*

24 *(Against All Defendants)*

25 142. Plaintiffs reallege and incorporate by reference all previous paragraphs.

26 143. At all times relevant to this complaint, Plaintiff was an employee of Defendants within
27 the meaning of the California Labor Code and other relevant provisions of California law, which were
28 in full force and effect and was binding on Defendants.

1 144. During Plaintiff's employment with Defendants and during the applicable statutory
2 period, Plaintiff complained of, reported, resisted, and/or refused to participate in suspected unlawful
3 activity being committed by Defendants.

4 145. Plaintiff reasonably believed that Defendants were engaging in unlawful activity and
5 that the information disclosed by Plaintiff's complaint, report, resistance, and/or refusal disclosed a
6 violation of California law.

7 146. Defendants took retaliatory adverse employment action against Plaintiff because of and
8 in direct response to Plaintiff's complaint, report, resistance, and/or refusal to participate in suspected
9 unlawful activity. Plaintiff's complaint, report, resistance, and/or refusal to participate in suspected
10 unlawful activity was a substantial motivating reason and contributing factor for Defendants' decision
11 to take adverse employment action against Plaintiff.

12 147. As a direct and proximate result of the willful, knowing, and intentional unlawful
13 retaliatory conduct against Plaintiff during her employment with Defendants, Plaintiff has sustained
14 and continues to sustain damages, including loss of earnings and benefits, according to proof.

15 148. As a direct and proximate result of the willful, knowing, and intentional unlawful
16 retaliatory conduct against Plaintiff during her employment with Defendants, Plaintiff has suffered and
17 continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her
18 damage in a sum according to proof.

19 149. The unlawful retaliatory conduct against Plaintiff during her employment with
20 Defendants was done intentionally, in a malicious, oppressive, and/or fraudulent manner by
21 Defendants, their supervisors, and/or their agents, entitling Plaintiff to punitive damages.

22 150. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees, in a sum
23 according to proof.

24 **Fifth Cause of Action**

25 *Constructive Wrongful Termination*

26 *(Against All Defendants)*

27 151. Plaintiffs reallege and incorporate by reference all previous paragraphs.

28 152. Plaintiff was an employee of Defendants during the applicable statutory period.

153. During Plaintiff's employment with Defendants and during the applicable statutory period, Defendants intentionally and/or knowingly subjected Plaintiff to severe and pervasive adverse working conditions that no reasonable person would be willing to endure, effectively forcing Plaintiff to resign.

154. As a result of these intolerable working conditions, Plaintiff had no reasonable alternative but to resign and therefore did resign. Plaintiff's resignation was because of these intolerable working conditions.

155. Defendants' creation of this intolerable work environment was substantially motivated by unlawful reasons, including Plaintiff's exercise of important rights protected by law, engagement in activity protected by law, Plaintiff's protected characteristic, and/or Defendants' refusal to comply with their legal obligations.

156. As a direct and proximate result of Defendants' wrongful constructive termination of Plaintiff, Plaintiff has sustained and continues to sustain damages, including loss of earnings and benefits, according to proof.

157. As a direct and proximate result of Defendants' wrongful constructive termination of Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

158. Defendants' unlawful conduct against Plaintiff was done intentionally, in a malicious, oppressive, fraudulent manner, entitling Plaintiff to punitive damages.

159. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees, in a sum according to proof.

Sixth Cause of Action

Failure to pay minimum wage

(Against All Defendants)

160. Plaintiffs reallege and incorporate by reference all previous paragraphs.

161. Section 4 of the Applicable Wage Orders and Labor Code section 1197 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. (Lab. Code, § 1197; Cal. Code of Regs., tit. 8, §§ 11040, 11050.) Labor Code sections 1194, subdivision (a),

1 and 1194.2, subdivision (a), provide that an employee who has not been paid the legal minimum wage
2 as required by Labor Code section 1197 may recover the unpaid balance, together with attorneys' fees
3 and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest
4 accrued thereon.

5 162. Here, Defendants failed to fully conform their pay practices to the requirements of the
6 law during the relevant statutory periods. Plaintiffs, the other Aggrieved Employees, and the other
7 Class Members were not compensated for all hours worked including, but not limited to, all hours they
8 were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code
9 and the Applicable Wage Orders.

10 163. Labor Code section 1198 makes unlawful the employment of an employee under
11 conditions that the IWC Wage Orders prohibit. Labor Code sections 1194, subdivision (a), and 1194.2,
12 subdivision (a), provide that an employer who has failed to pay its employees the legal minimum wage
13 is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages
14 in an amount equal to the wages due and interest thereon.

15 164. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
16 Plaintiffs, the other Aggrieved Employees, and the other Class Members have sustained economic
17 damages, including but not limited to unpaid wages and lost interest, in an amount to be established at
18 trial, and they are entitled to recover economic and statutory damages and penalties and other
19 appropriate relief because of Defendants' violations of the Labor Code and Applicable Wage Orders.

20 165. Defendants' practices and policies regarding illegal employee compensation are
21 unlawful and create an entitlement to recovery by Plaintiffs, the other Aggrieved Employees, and the
22 other Class Members in a civil action for the unpaid amount of minimum wages, liquidated damages,
23 including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code
24 sections 204, 218.5, 1194, 1194.2, 1197, and 1198, and Code of Civil Procedure section 1021.5.

25 **Seventh Cause of Action**

26 *Failure to Pay All Overtime Wages*

27 *(Against All Defendants)*

28 166. Plaintiffs reallege and incorporate by reference all previous paragraphs.

167. This cause of action is brought pursuant to Labor Code sections 204, 510, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed. At all times relevant herein, Defendants were required to properly pay Plaintiffs, the other Aggrieved Employees, and the other Class Members for all overtime wages earned pursuant to Labor Code section 1194 and the Applicable Wage Orders. Defendants caused Plaintiffs, the other Aggrieved Employees, and the other Class Members to work overtime hours but did not compensate them at one and one-half times their regular rate of pay for such hours in accordance with California law. Likewise, Defendants caused Plaintiffs, the other Aggrieved Employees, and the other Class Members to work double-time hours but did not compensate them at twice their regular rate of pay for such hours in accordance with California law.

168. Defendants failed to fully conform their pay practices to the requirements of California law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful pay policies and practices of failing to accurately record all the time that non-exempt employees were under the supervision and control of Defendants. The foregoing policies and practices are unlawful and allow Plaintiffs, the other Aggrieved Employees, and the other Class Members to recover in a civil action the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code section 204, 510, 1194, and 1198, the Applicable Wage Orders, and Code of Civil Procedure section 1021.5.

Eighth Cause of Action

Failure to Pay Accrued Vacation Wages

(Against All Defendants)

169. Plaintiffs reallege and incorporate by reference all previous paragraphs.

170. Under California law, accrued vacation and/or paid time off are considered earned wages and cannot be forfeited if unused. (Lab. Code, § 227.3.) A vacation policy and/or paid time off policy that provides for forfeiture of vested vacation pay if not used within a designated time, such as before termination, is impermissible. (*Boothby v. Atlas Mechanical, Inc.* (1992) 6 Cal.App.4th 1595, 1602.)

1 171. As explained above, Plaintiffs and other Class Members accrued vested vacation pay
2 under a “contract of employment,” for purposes of Labor Code section 227.3. When they ended their
3 employment with Defendants, Defendants failed to pay their vested vacation pay in violation of Labor
4 Code sections 201, 202, and 227.3. Accordingly, pursuant to section 227.3 of the California Labor
5 Code, Plaintiffs and other Class Members are entitled to recover their accrued, vested, and unpaid
6 vacation time.

7 172. Pursuant to sections 218.5 and 227.3 of the Labor Code, Plaintiffs, the other Aggrieved
8 Employees, and the other Class Members are also entitled to recover interest, costs, and attorneys’ fees
9 associated with this cause of action.

10 **Ninth Cause of Action**

11 *Failure to Provide Rest Periods and Pay Missed Rest Period Premiums*
12 *(Against All Defendants)*

13 173. Plaintiffs reallege and incorporate by reference all previous paragraphs.

14 174. Section 12 of the Applicable Wage Orders, and Labor Code section 226.7 establish the
15 right of employees to be provided with a rest period of at least ten minutes for each four hour period
16 worked, or major fraction thereof. (See Cal. Code of Regs., tit. 8, §§ 11040, 11050.)

17 175. Due to Defendants’ unlawful rest period policies and practices described in detail above,
18 Defendants did not authorize and permit Plaintiffs, the other Aggrieved Employees, and the other Class
19 Members to take all rest periods to which they were legally entitled. Despite Defendants’ violations,
20 Defendants have not paid an additional hour of pay to Plaintiffs, the other Aggrieved Employees, and
21 the other Class Members at their respective regular rates of pay for each violation, in accordance with
22 California Labor Code section 226.7.

23 176. The foregoing violations create an entitlement to recovery by Plaintiffs, the other
24 Aggrieved Employees, and the other Class Members in a civil action for the unpaid amount of rest
25 period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the
26 Applicable Wage Orders, and California Labor Code section 226.7.

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Failure to Provide Meal Periods and Pay Missed Meal Period Premiums
(Against All Defendants)

177. Plaintiffs reallege and incorporate by reference all previous paragraphs.

178. Plaintiffs are informed and believe and thereon allege, that Defendants failed in their affirmative obligation to provide their hourly non-exempt employees, including Plaintiffs, the other Aggrieved Employees, and the other Class Members, with all required meal periods in accordance with the mandates of the Labor Code and the Applicable Wage Orders, for the reasons set forth herein above. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiffs, the other Aggrieved Employees, and the other Class Members at their respective regular rates of pay for each violation, in accordance with California Labor Code section 226.7.

179. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the Applicable Wage Orders and Labor Code sections 226.7 and 512, and Civil Code sections 3287, subdivision (b), and 3289. (See Cal. Code of Regs., tit. 8, §§ 11040, 11050.)

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Failure to Maintain Accurate Employment Records
(Against All Defendants)

180. Plaintiffs reallege and incorporate by reference all previous paragraphs.

181. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and wages paid to employees employed at the respective plants or establishments. These records must be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

182. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records.

183. Defendant has intentionally and willfully failed to keep accurate and complete records showing the hours worked daily and wages paid to Plaintiffs, the other Aggrieved Employees, and the

1 other Class Members. Thus, Plaintiffs, the other Aggrieved Employees, and the other Class Members
2 have been denied their legal right and protected interest in having available at a central location at the
3 plant or establishment where they are employed, accurate and complete payroll records showing the
4 hours worked daily by, and the wages paid to, employees at those respective locations pursuant to
5 Labor Code 1174.

6 **Twelfth Cause of Action**

7 *Failure to Pay Wages Timely during Employment*

8 *(Against All Defendants)*

9 184. Plaintiffs reallege and incorporate by reference all previous paragraphs.

10 185. Labor Code section 200 provides that “wages” include all amounts for labor performed
11 by employees of every description, whether the amount is fixed or ascertained by the standard of time,
12 task, pieces, commission basis, or other method of calculation. Labor Code section 204 states that all
13 wages earned by any person in any employment are payable twice during the calendar month and must
14 be paid not more than seven days following the close of the period when the wages were earned. Labor
15 Code section 210, subdivision (a), makes employers who violate Labor Code section 204 subject to a
16 penalty of \$100 for any initial failure to timely pay each employee’s full wages and \$200 for each
17 subsequent violation, plus 25% of the amount unlawfully withheld.

18 186. Labor Code section 216 establishes that it is a misdemeanor for any person, with regards
19 to wages due, to “falsely deny the amount or validity thereof, or that the same is due, with intent to
20 secure himself, his employer or other person, any discount upon such indebtedness, or with intent to
21 annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.”

22 187. Defendants as a matter of established company policy and procedure in the State of
23 California, scheduled, required, suffered, and/or permitted Plaintiffs, the other Aggrieved Employees,
24 and the other Class Members, to work without full compensation, to work without legally-compliant
25 off-duty meal periods, to work without legally-compliant off-duty rest periods, and thereby failed to
26 fully pay Plaintiffs, the other Aggrieved Employees, and the other Class Members within seven days
27 of the close of payroll, as required by law.
28

1 188. Defendants, as a matter of established company policy and procedure in the State of
2 California, falsely deny they owe Plaintiffs, the other Aggrieved Employees, and the other Class
3 Members these wages, with the intent of securing for itself a discount upon its indebtedness and/or to
4 annoy, harass, oppress, hinder, delay, and/or defraud Plaintiffs, the other Aggrieved Employees, and
5 the other Class Members.

6 189. Defendants' pattern, practice, and uniform administration of its corporate policy of
7 illegally denying employees compensation, as described herein, is unlawful and entitles Plaintiffs, the
8 other Aggrieved Employees, and the other Class Members to recover, pursuant to Labor Code section
9 218, the unpaid balance of the compensation owed to them in a civil action and any applicable penalties,
10 attorney fees, and interest owed to them pursuant to Labor Code sections 210 and 218.5.

11 **Thirteenth Cause of Action**

12 *Failure to Pay All Wages Earned and Unpaid at Separation*

13 *(Against All Defendants)*

14 190. Plaintiffs reallege and incorporate by reference all previous paragraphs.

15 191. The actionable period for this cause of action is three years prior to the filing of this
16 complaint through the present, and ongoing until the violations are corrected or the class is certified.
17 (*Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389, 1395; *Murphy v. Kenneth Cole Productions,*
18 *Inc.* (2007) 40 Cal.4th 1094, 1109; Code Civ. Proc., § 338, subd. (a).) Labor Code sections 201 and
19 202 of the California Labor Code require Defendants to pay all compensation due and owing to its
20 former employees (including the formerly-employed Class Members) during the actionable period for
21 this cause of action at or around the time that their employment is or was terminated, or ended.

22 192. Section 203 of the Labor Code provides that if an employer willfully fails to pay
23 compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the
24 employer is liable for penalties in the form of continued compensation up to thirty workdays.

25 193. Due to Defendants' faulty pay policies, those Class Members whose employment with
26 Defendants has concluded were not compensated for each and every hour worked at the appropriate
27 rate. Defendants have willfully failed to pay those formerly-employed Class Members whose sums
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1 were certain at the time of termination within seventy-two hours of their resignation and have failed to
2 pay those sums for thirty days thereafter as required by Labor Code sections 201 through 203.

3 194. As a result, Defendants are liable to the formerly-employed Class Members for waiting
4 time penalties amounting to thirty days wages for the formerly-employed Class Members pursuant to
5 Labor Code section 203. (See, e.g., DLSE Manual, § 4.3.4 [failure to pay any sort of wages due upon
6 termination entitles an employee to recover waiting time penalties].)

7 **Fourteenth Cause of Action**

8 *Failure to Indemnify All Necessary Business Expenditures*

9 *(Against All Defendants)*

10 195. Plaintiffs reallege and incorporate by reference all previous paragraphs.

11 196. California Labor Code Section 2802 states that employers must “indemnify” an
12 employee for “all necessary expenditures or losses incurred by the employee in direct consequence of
13 the discharge of his or her duties, or of his or her obedience to the directions of the employer.” Likewise,
14 Labor Code section 2804 states that “any contract or agreement, express or implied, made by any
15 employee to waive the benefits of this article or any part thereof, is null and void, and this article shall
16 not deprive any employee or his personal representative of any right or remedy to which he is entitled
17 under the laws of this State.”

18 197. Here, Plaintiffs, the other Aggrieved Employees, and the other Class Members paid out
19 of pocket for necessary business expenditures incurred as a direct consequence and requirement of
20 performing their job duties, including the costs associated with their personal cell phone they required
21 to perform their work. Despite knowing that Plaintiffs, the other Aggrieved Employees, and the other
22 Class Members incurred these necessary business expenses, and requiring Plaintiffs, the other
23 Aggrieved Employees, and the other Class Members to use such items, Defendants did not reimburse
24 them.

25 198. Thus, Plaintiffs, the other Aggrieved Employees, and the other Class Members are
26 entitled to recover the cost of such necessary business expenses, plus interest from the date each
27 incurred such business expenses, plus fees and costs. (Lab. Code, § 2802, subds. (b), (c).)
28

1 **Fifteenth Cause of Action**

2 *Failure to Furnish Accurate Itemized Wage Statements*

3 *(Against All Defendants)*

4 199. Plaintiffs reallege and incorporate by reference all previous paragraphs.

5 200. Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the
6 time of each payment to furnish an itemized wage statement in writing showing:

7 (1) The gross wages earned;

8 (2) The total hours worked by the employee;

9 (3) The number of piece-rate units earned and any applicable piece
10 rate if the employee is paid on a piece rate basis;

11 (4) All deductions, provided that all deductions made on written
12 orders of the employee may be aggregated and shown as one item;

13 (5) The net wages earned;

14 (6) The inclusive dates of the period for which the employee is paid;

15 (7) The name of the employee and only the last four digits of his or
16 her social security number or an employee identification number other
17 than a social security number;

18 (8) The name and address of the legal entity that is the employer; and

19 (9) All applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate by the
21 employee.

22 201. As set forth above, Defendants issued and continues to issue wage statements to its non-
23 exempt employees including Plaintiffs, the other Aggrieved Employees, and the other Class Members
24 that are inadequate under Labor Code section 226, subdivision (a). By failing to pay Plaintiffs, the other
25 Aggrieved Employees, and the other Class Members properly as described above, Defendants failed to
26 include required information on their wage statements, including, but not limited to, the gross wages
27 earned, the net wages earned in violation of Labor Code section 226, subdivision (a).
28

202. Defendants' failure to comply with Labor Code section 226, subdivision (a), of the Labor Code was knowing and intentional. (Lab. Code, § 226, subd. (e)).

203. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiffs, the other Aggrieved Employees, and the other Class Members in violation of Labor Code section 226, subdivision (a), Plaintiffs, the other Aggrieved Employees, and the other Class Members are each entitled to recover an initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per each Class Member from Defendants pursuant to Labor Code section 226, subdivision (e), along with costs and reasonable attorneys' fees.

Sixteenth Cause of Action

Violations of California's Unfair Competition Law

(Against All Defendants)

204. Plaintiffs reallege and incorporate by reference all previous paragraphs.

205. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code section 17200 through 17210, by committing the unlawful acts described above. Defendants' utilization of these unfair and unlawful business practices deprived and continue to deprive Plaintiffs, the other Aggrieved Employees, and the other Class Members of compensation to which they are legally entitled. These practices constitute unfair and unlawful competition and provide an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

206. Because Plaintiffs are a victim of Defendants' unfair and unlawful conduct alleged herein, Plaintiffs for themselves and on behalf of the Class Members, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code sections 17203 and 17208.

207. The acts complained of herein occurred within the four years prior to the initiation of this action and are continuing into the present and ongoing.

208. Plaintiffs were compelled to retain the services of counsel to file this Court action to protect their interests and those of the Class Members, to obtain restitution and injunctive relief on

1 behalf of Defendants' current non-exempt employees and to enforce important rights affecting the
2 public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which
3 Plaintiffs are entitled to recover under Code of Civil Procedure section 1021.5.

4 **Seventeenth Cause of Action**

5 *Penalties Pursuant to PAGA for Violations of California Labor Code Sections 201,*
6 *202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 1102.5, 1174, 1185, 1194,*
7 *1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and Other Provisions of the*
8 *Labor Code*
9 *(Against All Defendants)*

10 209. Plaintiffs reallege and incorporate by reference all previous paragraphs.

11 210. Based on the above allegations incorporated by reference, Defendants violated Labor
12 Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 1102.5, 1174, 1185, 1194,
13 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and others that may be applicable; and the
14 Applicable Wage Orders (Cal. Code of Regs., tit. 8, §§ 11040, 11050), and others that may be
15 applicable.

16 211. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code sections
17 2698 through 2699.6 because of Defendants' violation of Labor Code sections 201, 202, 203, 204, 210,
18 226, 226.3, 226.7, 227.3, 510, 512, 1102.5, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
19 1199, 2802, 2804, and others that may be applicable; and the Applicable Wage Orders (Cal. Code of
20 Regs., tit. 8, §§ 11040, 11050), and others that may be applicable.

21 212. Under Labor Code section 2699, subdivision (f)(2), and 2699.5, for each such violation,
22 Plaintiffs and the Aggrieved Employees are entitled to penalties in an amount to be shown at the time
23 of trial subject to the following formula:

24 A. \$100 for the initial violation per employee per pay period; and

25 B. \$200 for each subsequent violation per employee per pay period.

26 213. These penalties must be allocated seventy-five percent to the Labor and Workforce
27 Development Agency ("LWDA") and twenty-five percent to the affected employees. These penalties
28 may be stacked separately for each of Defendants violations of the California Labor Code. (*Lopez v.*

1 *Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 780–781 [citing with approval *Stoddart v.*
2 *Express Services, Inc.* (E.D. Cal., Sept. 16, 2015, No. 2:12-CV-01054-KJM) 2015 WL 5522142, at *9,
3 for the proposition that plaintiff could pursue separate claims for penalties under Labor Code section
4 226, subdivision (e), and penalties for Labor Code section 226, subdivision (a), violations]; see also
5 *Hernandez v. Towne Park, Ltd.* (C.D. Cal., June 22, 2012, No. CV 12-02972 MMM JCGX) 2012 WL
6 2373372, at *17 fn. 70 [noting that federal courts applying California law have found that “PAGA
7 penalties can be stacked, i.e., multiple PAGA penalties can be assessed for the same pay period for
8 different Labor Code violations.”], internal quotation marks omitted).

9 214. In addition, to the extent permitted by law, Defendants failed to provide Plaintiffs and
10 all Aggrieved Employees with accurate itemized wage statements in compliance with Labor Code
11 section 226, subdivision (a). Plaintiffs seek separate PAGA penalties for Defendants’ violations of
12 Labor Code section 226, subdivisions (a) and (e). (*Lopez v. Friant & Associates, LLC, supra*, 15
13 Cal.App.5th at pp. 780, 788.)

14 215. For violations of Labor Code section 226, subdivision (a), Plaintiffs seek the default
15 penalty provided by Labor Code section 226.3. Labor Code section 226.3 provides that “[a]ny
16 employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount
17 of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand
18 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails
19 to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of
20 Section 226.” Accordingly, through PAGA and to the extent permitted by law Plaintiffs and the
21 Aggrieved Employees are entitled to recover penalties for violations of Labor Code section 226.3 and
22 seek default PAGA penalties for each of Defendants’ numerous violations of Labor Code section 226,
23 subdivision (e).

24 216. Labor Code section 210 provides that “in addition to, an entirely independent and apart
25 from, any other penalty provided in this article, every person who fails to pay the wages of each
26 employee as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any
27 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
28 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure

1 to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the faulty
2 compensation policies and practices, Plaintiffs and the Aggrieved Employees are also entitled to
3 recover penalties under Labor Code section 210 through PAGA.

4 217. Labor Code section 1197.1 authorizes a civil penalty, restitution of wages, and
5 liquidated damages, in the amount of: (1) one hundred dollars (\$100) for any initial violation that is
6 intentionally committed for each underpaid employee for each pay period for which the employee is
7 underpaid, and (2) two hundred fifty dollars (\$250) for each subsequent violation for the same specific
8 offense for each underpaid employee for each pay period for which the employee is underpaid
9 regardless of whether the initial violation is intentionally committed. Accordingly, through PAGA and
10 to the extent permitted by law, Plaintiffs and the Aggrieved Employees are entitled to recover pursuant
11 to Labor Code section 1197.1.

12 218. Plaintiffs were compelled to retain the services of counsel to file this action to protect
13 their interests and those of the Aggrieved Employees, and to assess and collect the wages and penalties
14 owed by Defendants. Plaintiffs have thereby incurred attorneys’ fees and costs, which Plaintiff is also
15 entitled to recover under Labor Code section 2699, subdivision (g)(1).

16 **VIII. DEMAND FOR JURY TRIAL**

17 219. Plaintiffs hereby demand trial by jury of Plaintiffs’ and the Class Members’ claims
18 against Defendants.

19 **IX. PRAYER FOR RELIEF**

20 Plaintiffs pray for judgment for self and for all others on whose behalf this suit is brought against
21 Defendants, as follows:

- 22 1. For an order certifying the proposed class;
- 23 2. For an order appointing Plaintiffs as representatives of the class;
- 24 3. For an order appointing Plaintiffs’ counsel as counsel for the class;
- 25 4. For the failure to pay all minimum wages, compensatory, consequential, general, and
26 special damages according to proof pursuant to Labor Code sections 1194, 1194.2,
27 1197, and others as may be applicable;
- 28

- 1 **5.** For the failure to pay all overtime wages, compensatory, consequential, general, and
2 special damages according to proof pursuant to Labor Code sections 204, 510, 1194,
3 1198, and others as may be applicable;
- 4 **6.** For the failure to pay all accrued vacation, compensatory damages in the amount of the
5 unpaid vacation accrued and owed, as may be proven;
- 6 **7.** For the failure to provide rest periods and pay missed rest period premiums,
7 compensatory, consequential, general, and special damages according to proof pursuant
8 to Labor Code section 226.7;
- 9 **8.** For the failure to provide meal periods and pay missed meal period premiums,
10 compensatory, consequential, general, and special damages according to proof pursuant
11 to Labor Code sections 226.7 and 512;
- 12 **9.** For the failure to maintain accurate employment records, penalties pursuant to Labor
13 Code sections 226.3, 1174.5, and others that may be applicable;
- 14 **10.** For the failure to pay wages timely during employment, the unpaid balance of the
15 compensation owed to Plaintiffs, the other Aggrieved Employees, and the other Class
16 Members and any applicable penalties owed to them pursuant to Labor Code section
17 210;
- 18 **11.** For the failure to pay all wages earned and unpaid at separation, statutory waiting time
19 penalties pursuant to Labor Code sections 201 through 203, for the Class Members who
20 quit or were fired in an amount equal to their daily wage multiplied by thirty days, as
21 may be proven;
- 22 **12.** For the failure to indemnify all necessary business expenditures, all unreimbursed
23 business expenses, and interest thereon, that are owed, pursuant to Labor Code section
24 2802, and attorney fees, pursuant to Labor Code section 2802, subdivision (c);
- 25 **13.** For the violations of California's Unfair Competition Law, restitution to Plaintiffs, the
26 other Aggrieved Employees, and the other Class Members of all money and/or property
27 unlawfully acquired by Defendants by means of any acts or practices declared by this
28

1 Court to be in violation of Business and Professions Code sections 17200 through
2 17210;

3 **14.** Prejudgment interest on all due and unpaid wages pursuant to Labor Code section 218.6
4 and Civil Code sections 3287 and 3289;

5 **15.** For unlawful hostile work environment sexual harassment in violation of FEHA, an
6 award against Defendants for all past and future economic damages (including, but not
7 limited to, damages for back pay, front pay, and interest), noneconomic damages
8 (including, but not limited to, damages for physical and emotional pain, suffering,
9 inconvenience, mental anguish, humiliation, and loss of enjoyment of life), and punitive
10 damages;

11 **16.** For the failure to prevent sexual harassment, an award against Defendants for all past
12 and future economic damages (including, but not limited to, damages for back pay, front
13 pay, and interest), noneconomic damages (including, but not limited to, damages for
14 physical and emotional pain, suffering, inconvenience, mental anguish, humiliation, and
15 loss of enjoyment of life), and punitive damages;

16 **17.** For unlawful retaliation in violation of FEHA, an award against Defendants for all past
17 and future economic damages (including, but not limited to, damages for back pay, front
18 pay, and interest), noneconomic damages (including, but not limited to, damages for
19 physical and emotional pain, suffering, inconvenience, mental anguish, humiliation, and
20 loss of enjoyment of life), and punitive damages;

21 **18.** For unlawful whistleblower retaliation, an award against Defendants for all past and
22 future economic damages (including, but not limited to, damages for back pay, front
23 pay, and interest), noneconomic damages (including, but not limited to, damages for
24 physical and emotional pain, suffering, inconvenience, mental anguish, humiliation, and
25 loss of enjoyment of life), and punitive damages;

26 **19.** For constructive wrongful termination, an award against Defendants for all past and
27 future economic damages (including, but not limited to, damages for back pay, front
28 pay, and interest), noneconomic damages (including, but not limited to, damages for

1 physical and emotional pain, suffering, inconvenience, mental anguish, humiliation, and
2 loss of enjoyment of life), and punitive damages;

3 **20.** For the claim of penalties pursuant to PAGA and other provisions of the California
4 Labor Code, a civil penalty in the amount of \$100 for the initial violation and \$200 for
5 each subsequent violation as specified in Labor Code section 2699, subdivision (f)(2),
6 in the representative action brought on behalf of Plaintiffs and the Aggrieved Employees
7 pursuant the Labor Code Private Attorneys General Act of 2004, and for civil penalties
8 available under Labor Code section 210;

9 **21.** Prejudgment interest on all due and unpaid wages pursuant to Labor Code section 218.6
10 and Civil Code sections 3287 and 3289;

11 **22.** On all causes of action for which attorneys' fees may be available, for attorneys' fees
12 and costs as provided by Labor Code sections 218.5, 226, Code of Civil Procedure
13 section 1021.5, Government Code section 12965, and others as may be applicable;

14 **23.** For an order enjoining Defendants, and each of them, and their agents, servants, and
15 employees, and all persons acting under, in concert with, or for them, from acting in
16 derogation of any rights or duties adumbrated in this complaint; and

17 **24.** For such other and further relief, this Court may deem just and proper.

18 Dated: July 9, 2025

MELMED LAW GROUP P.C.



LYNSEY D. JOHNSON

Attorneys for Plaintiffs, the Putative Class, and the
Aggrieved Employees