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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

JESSICA REYES WHITT, on behalf of
the State of California and Aggrieved
Employees,

Plaintiff,

vs.

VITAMIN SHOPPE INDUSTRIES, LLC;
and DOES 1 through 100, inclusive,

Defendant(s),

Case No. **23CV025341**

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

DEMAND FOR JURY TRIAL

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

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Vitamin Shoppe Industries, LLC
5 (“Defendant”), on behalf of the State of California and the Aggrieved Employees to collect statutory
6 penalties as a result of Defendant’s systematic violations of California labor law with respect to
7 Defendant’s non-exempt, hourly workers employed as store managers, assistant managers, and
8 keyholders in the State of California (“Aggrieved Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly
10 workers who have worked for Defendant in California.¹

11 3. This action stems from Defendant’s policies and practices of: (1) failing to
12 compensate Plaintiff and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and
13 Aggrieved Employees minimum wage for all hours worked; (3) failing to pay Plaintiff and
14 Aggrieved Employees overtime wages; (4) failing to authorize and permit Plaintiff and Aggrieved
15 Employees to take meal periods to which they are entitled by law, and failing to pay premium
16 compensation for missed meal periods; (5) failing to authorize and permit Plaintiff and Aggrieved
17 Employees to take rest periods to which they are entitled by law, and failing to pay premium
18 compensation for missed rest periods; (6) failing to provide Plaintiff and Aggrieved Employees true
19 and accurate itemized wage statements; (7) failing to reimburse Plaintiff and Aggrieved Employees
20 for necessary business expenses; and (8) failing to timely pay Aggrieved Employees full wages
21 during employment and upon separation from employment.

22 4. Defendant maintains a policy and/or practice of failing to properly compensate
23 Plaintiff and the Aggrieved Employees for work related tasks performed while “off-the-clock.” For
24 instance, Defendant requires Plaintiff and Aggrieved Employees to clock out for thirty-minute meal
25 periods that they continue to work through. This policy results in Plaintiff and Aggrieved Employees
26 working up to 30 minutes of unpaid, off-the-clock work every shift. Additionally, Plaintiff and
27

28 ¹ Although Plaintiff is a former employee, the Aggrieved Employees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.

1 Aggrieved Employees are required to complete miscellaneous tasks, such as drafting employee
2 performance reviews, off-the-clock outside of their scheduled shifts. Defendant's policies cause
3 Plaintiff and Aggrieved Employees to work hours every week for the benefit of Defendant off-the-
4 clock that goes unrecorded and therefore uncompensated.

5 5. As a result of this off-the-clock work, Plaintiff and Aggrieved Employees are denied
6 proper payment for all hours worked, including overtime and minimum wages, and are denied
7 compliant meal and rest periods. Defendant fails to both compensate Plaintiff and Aggrieved
8 Employees for time spent working during missed meal periods and also fails to make premium
9 payments for each missed meal or rest period, as required by law.

10 6. Defendant also fails to provide Plaintiff and Aggrieved Employees reimbursement
11 for all necessary expenditures or losses incurred by Plaintiff and Aggrieved Employees. Defendant
12 regularly requires Plaintiff and Aggrieved Employees to pay out-of-pocket expenses necessary to
13 perform their daily work assignments. For example, Plaintiff was required to use her personal cell
14 phone to look up ingredients and products for customers. Plaintiff and Aggrieved Employees are
15 also required to use their personal devices to sign off on and finalize staff reviews.

16 7. As a result of the above violations, Defendant fails to maintain true and accurate
17 records of the hours Plaintiff and Aggrieved Employees actually work, and also fails to pay all
18 wages due during employment and upon separation of employment within the required time period.

19 8. Plaintiff, on behalf of the State of California, seeks to recover penalties and
20 reasonable attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California
21 Labor Code Private Attorneys General Act ("PAGA").

22 **PARTIES**

23 9. Plaintiff Jessica Reyes Whitt is an individual over the age of eighteen, and at all times
24 mentioned in this Complaint was a resident of the State of California.

25 10. Plaintiff was employed by Defendant as an hourly, non-exempt assistant manager and
26 store manager from November 2013 to April 20, 2022. Plaintiff worked for Defendant in Rancho
27 Cucamonga, California and Upland, California.

28 11. The Aggrieved Employees are all current and former non-exempt, hourly employees

1 who work for Defendant as store managers, assistant managers, keyholders, and other employees
2 with similar job duties in the State of California.

3 12. Plaintiff is informed, believes, and thereon alleges that Vitamin Shoppe Industries,
4 LLC is a New York limited liability corporation headquartered in Secaucus, New Jersey. Vitamin
5 Shoppe is registered to do business in California, does business in California and employs and
6 employed hourly, non-exempt employees, including Plaintiff and Aggrieved Employees in
7 California.

8 13. Defendant employs and/or employed Plaintiff and Aggrieved Employees because
9 Defendant, directly or indirectly, controls the employment terms, pay practices, timekeeping
10 practices, and daily work of Plaintiff and Aggrieved Employees.

11 14. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
12 and omissions alleged herein were performed by, and/or attributable to, Defendant, and that said
13 acts and failures to act were within the course and scope of said agency, employment and/or
14 direction and control.

15 15. At all material times, Defendant has done business under the laws of California, has
16 had places of business in California, including in this County, and has employed Aggrieved
17 Employees in this County and elsewhere throughout California. Defendant is a “person” as defined
18 in Cal. Lab. Code § 18 and an “employer” as that term is used in the Labor Code, the IWC Wage
19 Orders regulating wages, hours, and working conditions.

20 **JURISDICTION AND VENUE**

21 16. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393(a) and/or
22 395.5. Defendant conducts business and employs Aggrieved Employees in this County, and
23 therefore the liability and the cause or some part of the cause arose in this County.

24 17. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
25 The Court also has jurisdiction over Defendant because it is authorized to do business in the State
26 of California, and because Defendant does in fact do business and employ workers in the State of
27 California.

FACTUAL ALLEGATIONS

18. Plaintiff worked for Defendant as an assistant manager and store manager. Plaintiff was employed from November 2013 to April 20, 2022, in Rancho Cucamonga, California and Upland, California.

19. Plaintiff's primary duties included but were not limited to recruiting and hiring associates, coordinating, and supervising team members, opening and closing the store, checking and accepting inventory, reviewing sales records and metrics, preparing schedules, assisting and checking out customers, and setting up sales displays and signage.

20. Plaintiff was classified as an hourly, non-exempt employee and was paid an hourly rate of \$26.11

21. Defendant employs and has employed hundreds, if not thousands, of hourly, non-exempt workers similar to Plaintiff in California, including but not limited to store managers, assistant managers, keyholders, and other employees with similar job duties.

22. Although Plaintiff's shifts varied in length, Plaintiff usually worked eight to ten hours per shift, five shifts per week. Plaintiff worked approximately 45 hours per week.

23. Defendant employs Aggrieved Employees in a similar manner throughout California, including in this County, and Aggrieved Employees perform work materially similar to Plaintiff. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis.

24. Plaintiff is informed, believes, and thereon alleges that the policies and practices of Defendant has at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of facility or location in California.

25. Aggrieved Employees are required to follow and abide by common work, time, and pay policies and procedures in the performance of their jobs and duties.

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

27. Defendant regularly fails to provide Plaintiff and Aggrieved Employees compliant meal and rest periods. Defendant's policies, practices, and procedures require Plaintiff and Aggrieved Employees to routinely skip their meal and rest periods, yet do not provide them with

1 requisite premium payments for missed meal and rest periods.

2 28. Plaintiff and Aggrieved Employees are routinely denied compliant meal periods for
3 at least three reasons: (1) Defendant does not provide an adequate number of staff so that Plaintiff
4 and Aggrieved Employees can get relief from their duties to take meal periods; (2) Defendant
5 requires Plaintiff and Aggrieved Employees to remain on duty during their meal periods and to be
6 available to assist customers in the store or help sales associates; and (3) Plaintiff and Aggrieved
7 Employees are often too busy with customers to have time to take bona fide meal periods.

8 29. Further, since the beginning of the COVID-19 pandemic, Defendant has had issues
9 keeping its stores properly staffed, causing Defendant to send employees to the most understaffed
10 stores and resulting in many stores, like Plaintiff's, to have just enough staff members on duty to
11 remain open. Due to this shifting of employees, Defendant's stores often have the minimal number
12 of staff on duty and Plaintiff and Aggrieved Employees cannot get the relief they need to take
13 compliant meal and rest periods.

14 30. When Plaintiff and Aggrieved Employees do attempt to take a meal period, they are
15 not provided duty-free, uninterrupted, and timely thirty-minute meal periods during which they
16 should be completely relieved of any duty, by the end of the fifth hour of work. When Plaintiff did
17 take a meal period, it was interrupted, untimely, and/or short, *i.e.*, she was constantly pulled from
18 the break room to assist with associates and customers, her meal periods were after her fifth hour of
19 work, or they were less than 30 minutes.

20 31. Additionally, Plaintiff and Aggrieved Employees are routinely denied compliant rest
21 periods. Much like the reasons that Plaintiff and Aggrieved Employees are denied compliant meal
22 periods, Plaintiff and Aggrieved Employees do not receive compliant rest periods because they are
23 too busy to find the time for rest periods, Defendant is too understaffed for Plaintiff and Aggrieved
24 Employees to be relieved from their duties, and Defendant requires that Plaintiff and Aggrieved
25 Employees cut their rest periods short to assist with customers and sales associates.

26 32. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes and applies
27 these meal and rest period policies and practices across all Defendant's facilities throughout
28 California.

1 33. Further, Defendant maintains a policy and/or practice of failing to properly
2 compensate Plaintiff and the Aggrieved Employees for work related tasks performed while “off-
3 the-clock.” As mentioned above, Defendant requires Plaintiff and Aggrieved Employees to clock
4 out for thirty-minute meal periods even though they are on-call, and they continue to work. This
5 policy results in Plaintiff and Aggrieved Employees working up to 30 minutes of unpaid, off-the-
6 clock work every shift. Additionally, Plaintiff and Aggrieved Employees are required to complete
7 miscellaneous tasks, such as drafting employee performance reviews, off-the-clock outside of their
8 scheduled shifts. Defendant’s policies cause Plaintiff and Aggrieved Employees to work hours
9 every week for the benefit of Defendant off-the-clock that goes unrecorded and therefore
10 uncompensated.

11 34. Throughout the relevant time period, Plaintiff and Aggrieved Employees have been
12 denied proper payment for all hours worked, including overtime and minimum wages, for the time
13 spent working off-the-clock. For instance, Plaintiff and Aggrieved Employees do not receive
14 overtime compensation for time spent working off-the-clock outside of their scheduled shifts and
15 during noncompliant meal periods when the hours worked are in excess of eight hours per day and
16 forty hours per week. However, Defendant fails to pay for any of this work time, including the
17 required overtime premiums, in violation of the Cal. Lab. Code.

18 35. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are
19 denied compensation for all hours worked, including minimum wages and overtime.

20 36. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes the same
21 or substantially similar timekeeping mechanisms throughout all its facilities in California.

22 37. Defendant’s common course of wage-and-hour abuse includes routinely failing to
23 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.
24 Defendant fails to record hours that Plaintiff and Aggrieved Employees work off-the-clock, as well
25 as non-compliant meal and rest periods.

26 38. Defendant’s failure to record all hours worked results in Defendant’s failure to
27 provide Plaintiff and Aggrieved Employees with itemized and accurate wage statement as required
28 by California law. Plaintiff and Aggrieved Employees receive wage statement that do not reflect all

1 hours worked, including overtime and premiums for non-compliant meal and rest periods.

2 39. Defendant also fails to provide Plaintiff and Aggrieved Employees reimbursement
3 for all necessary expenditures or losses incurred by Plaintiff and Aggrieved Employees in direct
4 consequence of the discharge of their duties, or as a result of their obedience to the directions of
5 Defendant. Defendant regularly requires Plaintiff and Aggrieved Employees to pay out-of-pocket
6 expenses necessary to perform their daily work assignments. For example, Plaintiff was required
7 to use her personal cell phone to look up ingredients and products for customers. Plaintiff also used
8 her personal home computer and home internet data to sign off on and finalize staff reviews.

9 40. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
10 former employees of Defendant with full and timely payment of all wages owed upon separation
11 from employment. At the time their employment ends, Plaintiff and Aggrieved Employees are owed
12 wages for all time worked, overtime, and missed meal and rest periods, whether their termination
13 was voluntary or involuntary; yet Defendant has failed to provide Plaintiff and Aggrieved
14 Employees with such payments within the required time period. As a result, and pursuant to the Cal.
15 Lab. Code, Defendant is subject to waiting time penalties.

16 41. Plaintiff is informed, believes, and thereon alleges that Defendant is well aware that
17 its policies and practices deprive Plaintiff and Aggrieved Employees of substantial pay for all time
18 worked, including overtime compensation and minimum wages, and that its workers do not receive
19 legally compliant meal and rest periods. Thus, Defendant's denial of wages, compliant meal and
20 rest periods, and premium payments is and/or was deliberate and willful.

21 42. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
22 has been widespread, repeated, and consistent as to Aggrieved Employees throughout California.

23 43. Defendant's conduct was willful, carried out in bad faith, and triggers significant civil
24 penalties in an amount to be determined at trial.

1 **FIRST CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
3 **for Violations of Cal. Lab. Code §§ 204, 1194, and 1198**
4 **(Failure to Pay for all Hours Worked)**

5 44. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 45. Plaintiff alleges that Defendant willfully engages in a policy and practice of not
8 compensating Aggrieved Employees for all hours worked or spent in Defendant's control.
9 Defendant regularly requires Aggrieved Employees to perform uncompensated off-the-clock work.

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

13 47. Cal. Lab. Code § 204(a) provides that "[a]ll wages ... earned by any person in any
14 employment are due and payable twice during each calendar month...."

15 48. Cal. Lab. Code § 1194(a) provides as follows:

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

19 49. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
20 conditions that violate the Wage Order.

21 50. IWC Wage Orders, 7-2001(2)(G), defines hours worked as "the time during which
22 an employee is subject to the control of an employer, and includes all the time the employee is
23 suffered or permitted to work, whether or not required to do so."

24 51. In violation of California law, Defendant knowingly and willfully refuses to provide
25 Aggrieved Employees with compensation for all time worked. Defendant intentionally and willfully
26 requires Plaintiff and Aggrieved Employees to perform tasks while off-the-clock outside of their
27 scheduled shifts and to remain on duty during their scheduled shifts, including during rest periods
28 and while clocked out for meal periods. Plaintiff and Aggrieved Employees are regularly required

1 to work off-the-clock, time which Defendant neither records nor compensates them for. Defendant
2 does not account for this off-the-clock work when compensating Plaintiff and Aggrieved
3 Employees, resulting in widespread under-compensation of Aggrieved Employees.

4 52. Therefore, Defendant committed, and continues to commit, the acts alleged herein
5 knowingly and willfully, and in conscious disregard of the Aggrieved Employees' rights.

6 53. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
7 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
8 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
9 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
10 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
11 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
12 more employees.

13 54. Plaintiff seeks to recover civil penalties from Defendant for its failure to pay for all
14 hours worked in violation of Cal. Lab. Code §§ 204, 1194, and 1198 throughout California on behalf
15 of herself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code §
16 2699(f).

17 55. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the
18 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and herself,
19 for Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code §
20 558(a).

21 56. On October 20, 2022, Plaintiff gave written notice to the LWDA and to Defendant of
22 her intent to pursue civil penalties for Defendant's failure to pay for all hours worked in violation
23 of Cal. Lab. Code §§ 204, 558(a), and 1194 pursuant to the PAGA. Over 65 days have passed since
24 Plaintiff provided the LWDA with notice, yet, Plaintiff has not received a response from the LWDA
25 or Defendant. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the
26 administrative prerequisites to commence a PAGA action.

27 57. Defendant is liable to Plaintiff, the State of California, and Aggrieved Employees for
28 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an

1 award of attorneys' fees and costs as set forth below.

2 58. Wherefore, Plaintiff requests relief as hereinafter provided.

3 **SECOND CAUSE OF ACTION**

4 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

5 **for Violations of Cal. Lab. Code §§ 1182.12, 1194, and 1197**

6 **(Failure to Pay Minimum Wage)**

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

9 60. During the applicable statutory period, Cal. Lab. Code §§ 1182.12 and 1197, and the
10 Minimum Wage Order were in full force and effect, and required that Defendant's hourly employees
11 receive the minimum wage for all hours worked irrespective of whether nominally paid on a piece
12 rate, or any other basis, at the rate of fourteen dollars (\$14.00) commencing January 1, 2021; and at
13 the rate of fifteen dollars (\$15.00) commencing January 1, 2022.

14 61. IWC Wage Order 7-2001(2)(G) defines hours worked as "the time during which an
15 employee is subject to the control of an employer, and includes all the time the employee is suffered
16 or permitted to work, whether or not required to do so."

17 62. Cal. Lab. Code § 1194(a) provides as follows:

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

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

23 64. Because of Defendant's policies and practices with regard to compensating Plaintiff
24 and Aggrieved Employees, Defendant has failed to pay minimum wages as required by law. For
25 instance, Plaintiff and the Aggrieved Employees frequently perform work off-the-clock and during
26 noncompliant meal periods for which they are compensated below the statutory minimum wage, as
27 determined by the IWC.

28 65. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)

1 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
2 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
3 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
4 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
5 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
6 more employees.

7 66. Plaintiff seeks to recover civil penalties from Defendant for its failure to pay
8 minimum wages in violation of Cal. Lab. Code §§ 1182.12, 1194, and 1197 throughout California
9 on behalf of herself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab.
10 Code § 2699(f).

11 67. On October 20, 2022, Plaintiff gave written notice to the LWDA and to Defendant of
12 her intent to pursue civil penalties for Defendant's failure to pay minimum wages in violation of
13 Cal. Lab. Code §§ 558(a) and 1194 pursuant to the PAGA. Over 65 days have passed since Plaintiff
14 provided the LWDA with notice, yet, Plaintiff has not received a response from the LWDA or
15 Defendant. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the
16 administrative prerequisites to commence a PAGA action.

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

20 69. Wherefore, Plaintiff requests relief as hereinafter provided.

21 **THIRD CAUSE OF ACTION**

22 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

23 **for Violations of Cal. Lab. Code §§ 510 and 1194**

24 **(Failure to Pay Overtime Wages)**

25 70. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
26 herein.

27 71. Defendant does not properly compensate Aggrieved Employees with appropriate
28 overtime premiums, as required by California law. For instance, Plaintiff and Aggrieved Employees

do not receive overtime compensation for time spent working off-the-clock outside of their scheduled shifts and during noncompliant meal periods when the hours worked are in excess of eight (8) hours per day and forty (40) hours per week.

72. Cal. Lab. Code § 510(a) provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

73. Cal. Lab. Code § 1194(a) provides as follows:

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

74. Cal. Lab. Code § 200 defines wages as "all amounts of labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation." All such wages are subject to California's overtime requirements, including those set forth above.

75. Defendant's policies and practices of requiring Aggrieved Employees to perform work off-the-clock are unlawful and result in overtime violations. As a result of these unlawful policies and practices, Aggrieved Employees have worked overtime hours for Defendant without being paid overtime premiums in violation of the Labor Code, the applicable IWC Wage Orders, and other applicable law.

76. Defendant knowingly and willfully refuses to perform its obligations to compensate Aggrieved Employees for all premium wages for overtime work.

77. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision

1 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
2 more employees.

3 78. Plaintiff seeks to recover civil penalties from Defendant for its failure to pay overtime
4 wages in violation of Cal. Lab. Code §§ 510 and 1194 and the applicable wage orders throughout
5 California on behalf of herself, the State of California, and other Aggrieved Employees pursuant to
6 Cal. Lab. Code § 2699(f).

7 79. On October 20, 2022, Plaintiff gave written notice to the LWDA and to Defendant of
8 her intent to pursue civil penalties for Defendant's failure to pay overtime wages in violation of Cal.
9 Lab. Code §§ 510, 558(a), and 1194 pursuant to the PAGA. Over 65 days have passed since Plaintiff
10 provided the LWDA with notice, yet, Plaintiff has not received a response from the LWDA or
11 Defendant. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the
12 administrative prerequisites to commence a PAGA action.

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

16 81. Wherefore, Plaintiff requests relief as hereinafter provided.

17 **FOURTH CAUSE OF ACTION**

18 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

19 **for Violations of Cal. Lab. §§ 226.7 and 512**

20 **(Meal Periods)**

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

23 83. Cal. Lab. Code §§ 226.7 and 512 and the applicable Wage Orders requires Defendant
24 to authorize and permit meal periods to its employees. Cal. Lab. Code §§ 226.7 and 512 and the
25 applicable Wage Orders prohibit employers from employing an employee for more than five hours
26 without a meal period of not less than thirty minutes. Unless the employee is relieved of all duty
27 during the thirty-minute meal period, the employee is considered "on duty" and the meal period is
28 counted as time worked under the applicable Wage Orders.

1 84. Cal. Lab. Code § 512(a) provides:

2 An employer shall not employ an employee for a work period of more than five hours
3 per day without providing the employee with a meal period of not less than 30 minutes,
4 except that if the total work period per day of the employee is no more than six hours,
5 the meal period may be waived by mutual consent of both the employer and employee.
6 An employer shall not employ an employee for a work period of more than 10 hours
7 per day without providing the employee with a second meal period of not less than 30
8 minutes, except that if the total hours worked is no more than 12 hours, the second
9 meal period may be waived by mutual consent of the employer and the employee only
10 if the first meal period was not waived

11 85. Under Cal. Lab. Code § 226.7(b) and the applicable Wage Orders, an employer who
12 fails to authorize, permit, and/or make available a required meal period must, as compensation, pay
13 the employee one hour of pay at the employee's regular rate of compensation for each workday that
14 the meal period was not authorized and permitted.

15 86. Despite these requirements, Defendant knowingly and willfully refuses to perform its
16 obligation to authorize and permit and/or make available to Plaintiff and Aggrieved Employees the
17 ability to take the off-duty meal periods to which they are entitled.

18 87. Plaintiff and Aggrieved Employees are routinely denied compliant meal periods for
19 at least three reasons: (1) Defendant does not provide an adequate number of staff so that Plaintiff
20 and Aggrieved Employees can get relief from their duties to take meal periods; (2) Defendant
21 requires Plaintiff and Aggrieved Employees to remain on duty and available to assist customers in
22 the store or help sales associates; and (3) Plaintiff and Aggrieved Employees are often too busy with
23 customers to have time to take bona fide meal periods. As such, Defendant does not provide Plaintiff
24 and Aggrieved Employees with duty-free, uninterrupted, and timely thirty-minute meal periods
25 during which Plaintiff and Aggrieved Employees should be completely relieved of any duty, by the
26 end of the fifth hour of work. Plaintiff is informed, believes, and thereon alleges that this policy and
27 practice applies to all Aggrieved Employees.

28 88. Defendant also fails to pay Plaintiff and Aggrieved Employees one hour of pay for
each off-duty meal period that they are denied. Defendant's conduct described herein violates Cal.
Lab. Code §§ 226.7 and 512.

89. On information and belief, Defendant's conduct has been substantially the same at all

1 relevant times and to all Aggrieved Employees throughout the state of California.

2 90. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
3 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that
4 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
5 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
6 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
7 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
8 more employees.

9 91. Plaintiff seeks to recover civil penalties from Defendant for its violations of the meal
10 period requirements of Cal. Lab. Code §§ 226.7 and 512 throughout California on behalf of herself,
11 the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f).

12 92. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for the
13 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and herself,
14 for Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code §§
15 512.

16 93. On October 20, 2022, Plaintiff gave written notice to the Labor and Workforce
17 Development Agency ("LWDA") and to Defendant of her intent to pursue civil penalties for
18 Defendant's violations of the meal period requirements of Cal. Lab. Code §§ 226.7, 512, and 558
19 pursuant to the PAGA. Over 65 days have passed since Plaintiff provided the LWDA with notice,
20 yet, Plaintiff has not received a response from the LWDA or Defendant. Accordingly, pursuant to
21 Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to commence
22 a PAGA action.

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

26 95. Wherefore, Plaintiff requests relief as hereinafter provided.
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1 **FIFTH CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

3 **for Violations of Cal. Lab. Code § 226.7**

4 **(Rest Periods)**

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

7 97. Cal. Lab. Code § 226.7 and the applicable Wage Orders requires Defendant to
8 authorize and permit rest periods to their employees. Cal. Lab. Code § 226.7 and the applicable
9 Wage Orders require employers to authorize and permit employees to take ten minutes of net rest
10 time per four hours or major fraction thereof of work, and to pay employees their full wages during
11 those rest periods. Unless the employee is relieved of all duty during the ten-minute rest period, the
12 employee is considered “on duty” and the rest period is counted as time worked under the applicable
13 Wage Orders.

14 98. Under Cal. Lab. Code § 226.7(b) and the applicable Wage Orders, an employer must
15 pay an employee denied a required rest period one hour of pay at the employee’s regular rate of
16 compensation for each workday that the rest period was not authorized and permitted and/or not
17 made available.

18 99. Despite these requirements, Defendant knowingly and willfully refuses to perform its
19 obligation to authorize and permit and/or make available to Plaintiff and Aggrieved Employees the
20 ability to take the off-duty rest periods to which they are entitled. Much like the reasons that Plaintiff
21 and Aggrieved Employees are denied compliant meal periods, Plaintiff and Aggrieved Employees
22 do not receive compliant rest periods because they are too busy to find the time for rest periods,
23 Defendant is too understaffed for Plaintiff and Aggrieved Employees to be relieved from their
24 duties, and Defendant requires that Plaintiff and Aggrieved Employees cut their rest periods short
25 to assist with customers and sales associates

26 100. As a result of Defendant’s policies and practices, Aggrieved Employees are routinely
27 denied the opportunity to take legally compliant rest periods. Plaintiff is informed, believes, and
28 thereon alleges that this policy and practice applies to all Aggrieved Employees.

1 101. Defendant also fails to pay Plaintiff and Aggrieved Employees one hour of pay for
2 each off-duty rest period that they are denied. Defendant's conduct described herein violates Cal.
3 Lab. Code § 226.7.

4 102. On information and belief, Defendant's conduct has been substantially the same at all
5 relevant times for all Aggrieved Employees throughout the state of California.

6 103. Cal. Lab. § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each
7 Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does not
8 provide a civil penalty if, at the time of the violation, the employer employs one or more employees.
9 Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for each
10 Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision that
11 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
12 employees.

13 104. Plaintiff seeks to recover civil penalties from Defendant for its violations of the rest
14 period requirements of Cal. Lab. Code § 226.7 throughout California on behalf of herself, the State
15 of California, and other Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f).

16 105. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the
17 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and herself,
18 for Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code §
19 558(a).

20 106. On October 20, 2022, Plaintiff gave written notice to the Labor and Workforce
21 Development Agency ("LWDA") and to Defendant of her intent to pursue civil penalties for
22 Defendant's violations of the meal period and rest period requirements of Cal. Lab. Code §§ 226.7
23 and 558(a) pursuant to the PAGA. Over 65 days have passed since Plaintiff provided the LWDA
24 with notice, yet, Plaintiff has not received a response from the LWDA or Defendant. Accordingly,
25 pursuant to Cal. Lab. Code § 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to
26 commence a PAGA action.

27 107. Defendant is liable to Plaintiff, the State of California, and Aggrieved Employees for
28 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an

award of attorneys' fees and costs as set forth below.

108. Wherefore, Plaintiff requests relief as hereinafter provided.

SIXTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

for Violations of Cal. Lab. Code § 226

(Accurate, Itemized Wage Statements)

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

110. Defendant does not provide Plaintiff and the Aggrieved Employees with accurate itemized wage statements as required by California law, as a result of the meal and rest period, off-the-clock work, and overtime violations set forth above, and Defendant's failure to provide premium pay for the missed meal and rest periods.

111. Cal. Lab. Code § 226(a) provides:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer ... and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee ... The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

112. The IWC Wage Orders also establishes this requirement. (See IWC Wage Order 7-2001).

113. Cal. Lab. Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and

one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

114. Due to the failure to pay one hour of premium pay to Plaintiff and the Aggrieved Employees for each missed or noncompliant meal or rest period, along with the off-the-clock work, and overtime violations, the wage statements Defendant provides its employees, including the Aggrieved Employees, do not reflect the actual gross wages earned, actual net wages earned, actual hours worked, or the appropriate applicable hourly rates. Accordingly, Defendant has knowingly and willfully failed to provide timely, accurate itemized wage statements to Plaintiff and the Aggrieved Employees in accordance with Cal. Lab. Code § 226 and the IWC Wage Orders.

115. On information and belief, Defendant's conduct has been substantially the same at all relevant times throughout the state of California.

116. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty to be assessed and collected by the LWDA for a violation of the Labor Code on behalf of herself and other current or former employees pursuant to the procedures set forth in Cal. Lab. Code § 2699.3. Cal. Lab. Code § 2699(a) provides:

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

117. Plaintiff seeks to recover civil penalties from Defendant pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226(e). Plaintiff seeks such penalties as an alternative to the penalties available under Cal. Lab. Code § 226(e), as prayed for herein.

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

1 Code § 226(e)(1).

2 119. On October 20, 2022, Plaintiff gave written notice to the LWDA and to Defendant of
3 her intent to pursue civil penalties for Defendant's failure to provide accurate, itemized wage
4 statements in violation of Cal. Lab. Code §§ 226 and 558(a) pursuant to the PAGA. Over 65 days
5 have passed since Plaintiff provided the LWDA with notice, yet, Plaintiff has not received a
6 response from the LWDA or Defendant. Accordingly, pursuant to Cal. Lab. Code § 2699.3(2)(a),
7 Plaintiff has satisfied the administrative prerequisites to commence a PAGA action.

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

11 121. Wherefore, Plaintiff requests relief as hereinafter provided.

12 **SEVENTH CAUSE OF ACTION**

13 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

14 **for Violations of Cal. Lab. Code § 2802**

15 **(Failure to Reimburse Necessary Business Expenditures)**

16 122. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
17 herein.

18 123. Defendant fails to reimburse Plaintiff and Aggrieved Employees for all business
19 expenses incurred while on the job. Defendant requires Plaintiffs and Aggrieved Employees use
20 their personal cellphone to look up information on ingredients and products for customers and use
21 their personal computers and home internet data to finalize staff reviews and schedules. However,
22 Defendant does not reimburse their workers for these expenditures.

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

24 An employer shall indemnify his or her employee for all necessary expenditures or losses
25 incurred by the employee in direct consequence of the discharge of his or her duties, or of his
26 or her obedience to the directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.

27 125. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100)
28 for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that

1 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
2 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
3 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
4 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
5 more employees.

6 126. Plaintiff seeks to recover civil penalties from Defendant for its failure to reimburse
7 necessary business expenses in violation of Cal. Lab. Code § 2802 and the applicable wage orders
8 throughout California on behalf of the State of California and other Aggrieved Employees pursuant
9 to Cal. Lab. Code § 2699(f).

10 127. On October 20, 2022, Plaintiff gave written notice to the LWDA and to Defendant of
11 her intent to pursue civil penalties for Defendant's violations of Cal. Lab. Code § 2802 pursuant to
12 the PAGA. Over 65 days have passed since Plaintiff provided the LWDA with notice, yet, Plaintiff
13 has not received a response from the LWDA or Defendant. Accordingly, pursuant to Cal. Lab. Code
14 § 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to commence a PAGA action.

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

18 129. Wherefore, Plaintiff requests relief as hereinafter provided.

19 **EIGHTH CAUSE OF ACTION**

20 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

21 **for Violations of Cal. Lab. Code §§ 201-203**

22 **(Waiting Time Penalties)**

23 130. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
24 herein.

25 131. Defendant does not provide Plaintiff and Aggrieved Employees with their full wages
26 when due under California law after their employment with Defendant ends, as a result of the meal
27 and rest period, off-the-clock work, and overtime violations set forth above and Defendant's failure
28 to provide premium pay for the missed meal and rest periods.

132. Cal. Lab. Code § 201 provides:

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

133. Cal. Lab. Code § 202 provides:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

135. Plaintiff and many Aggrieved Employees have left their employment with Defendant during the statutory period, at which time Defendant owed them unpaid wages for premium pay for missed or noncompliant meal and rest periods.

136. Defendant willfully refused and continue to refuse to pay Plaintiff and the Aggrieved Employees all the wages that are due and owing them, in the form of minimum wages, overtime wages, meal and rest period premium pay, and other wages due and owing, upon the end of their employment. As a result of Defendant's actions, Plaintiff and the Aggrieved Employees have suffered and continue to suffer substantial losses, including lost earnings, and interest.

137. Defendant's willful failure to pay Plaintiff and the Aggrieved Employees the wages due and owing them constitutes a violation of Cal. Lab. Code §§ 201-203. In addition, § 203 provides that an employee's wages will continue as a penalty up to thirty days from the time the wages were due. Plaintiff seeks to recover PAGA penalties, costs, and attorneys' fees pursuant to this section.

138. On information and belief, Defendant's conduct has been substantially the same at all relevant times throughout the state of California.

139. Cal. Lab. Code § 2699(a) permits an Aggrieved Employee to recover any civil penalty to be assessed and collected by the LWDA for a violation of the Labor Code on behalf of himself

1 or herself and other current or former employees pursuant to the procedures set forth in Cal. Lab.
2 Code § 2699.3. Cal. Lab. Code § 2699(a) provides:

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

9 140. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
10 Defendant, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees
11 in compliance with Cal. Lab. Code §§ 201-202 in the amounts established by Cal. Lab. Code § 203.
12 Plaintiff seeks such penalties as an alternative to the penalties available under Cal. Lab. Code § 203,
13 as prayed for herein.

14 141. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the
15 unlawful conduct alleged herein, on behalf of the State, other Aggrieved Employees, and herself,
16 for Defendant's violations of Labor Code provisions including but not limited to Cal. Lab. Code §§
17 256 and 558(a).

18 142. On October 20, 2022, Plaintiff gave written notice to the LWDA and to Defendant of
19 her intent to pursue civil penalties for Defendant's failure to pay wages when due after the end
20 employment with Defendant in violation of Cal. Lab. Code §§ 201-203 and 558(a) pursuant to the
21 PAGA. Over 65 days have passed since Plaintiff provided the LWDA with notice, yet, Plaintiff has
22 not received a response from the LWDA or Defendant. Accordingly, pursuant to Cal. Lab. Code §
23 2699.3(2)(a), Plaintiff has satisfied the administrative prerequisites to commence a PAGA action.

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

27 144. Wherefore, Plaintiff requests relief as hereinafter provided.
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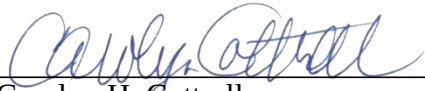
1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for relief as follows:

- 3 1. For the Court to declare, adjudge, and decree that Defendant have violated the
4 California Labor Code as alleged herein;
- 5 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
6 civil penalties provided under the PAGA;
- 7 3. For interest as provided by applicable law;
- 8 4. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
9 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 10 5. For all costs of suit; and
- 11 6. For such other and further relief as this Court deems just and proper.

12
13 Respectfully Submitted,

14 Date: January 9, 2023

15 
16 Carolyn H. Cottrell
17 Ori Edelstein
18 Philippe M. Gaudard
19 **SCHNEIDER WALLACE**
20 **COTTRELL KONECKY LLP**

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

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