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FILED
Superior Court of California
County of Los Angeles
08/31/2026
David W. Slayton, Executive Officer / Clerk of Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JENNIFER RAHAIM, LIZBETH MARTINEZ, and FIONA KING, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

LANGHAM HOTELS PACIFIC CORPORATION dba THE LANGHAM HUNTINGTON, PASADENA, a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 25STCV10715 (Related to cases 25SCV17624 and 25STCV24715)

CONSOLIDATED SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

(1) MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197, 1197.1, 1198);

(2) FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 1194, 1198);

(3) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 512(a), 558);

(4) REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516, 558);

(5) WAGE STATEMENT PENALTIES (LABOR CODE §§ 226 *et seq.*);

(6) FAILURE TO REIMBURSE FOR ALL NECESSARY BUSINESS EXPENDITURES (LABOR CODE §§ 2800, 2802, 2804);

(7) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*);

(8) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 et seq.);

(9) FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN (LABOR §§ 551, 552);

(10) FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT (LABOR §§ 204, 210); and

(11) WAITING TIME PENALTIES (LABOR CODE §§ 201-203)

(12) FAILURE TO PAY ALL UNUSED AND ACCRUED VACATION WAGES AT SEPARATION (LABOR CODE § 227.3)

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiffs Jennifer Rahaim ("Plaintiff Rahaim"), Lizbeth Martinez ("Plaintiff Martinez"), and Fiona King ("Plaintiff King") (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated, hereby bring this Consolidated Second Amended Class and Representative Action Complaint ("Complaint") against Defendants Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena, a Delaware corporation; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief allege as follows:

JURISDICTION

1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200 *et. seq*., Labor Code §§ 201-204, 206, 210, 221, 223, 226, 226(a), 226.7, 227.3, 510, 512, 512(a), 516, 551, 552, 558, 1174, 1174.5, 1182.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2802, 2804, and Industrial Welfare Commission Wage Order 5 ("Wage Order 5"), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure sections 395(a) and 395.5 in that liability arose in this county because at least some of the transactions that are the subject of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, or has an agent therein. Defendants own, maintain offices, transact business, have an agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles County, and Defendants are within the jurisdiction of this Court for purposes of service.

PARTIES

3. Plaintiffs are, and at all times relevant herein were, individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs were, and currently are, a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs

were employed by Defendants as non-exempt employees. Plaintiffs were, and are, victims of Defendants' policies and/or practices complained of herein, lost money and/or property, and have been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et. seq*., Labor Code §§ 201-204, 206, 210, 221, 223, 226, 226(a), 226.7, 227.3, 510, 512, 512(a), 516, 551, 552, 558, 1174, 1174.5, 1182.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2802, 2804, and Wage Order 5, which sets employment standards for the public housekeeping industry.

4. Plaintiffs are informed and believe, and based thereon allege, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants did (and do) business by owning and operating the Langham Huntington, Pasadena hotel, and employed Plaintiffs and other, similarly-situated non-exempt employees within Los Angeles County, and the State of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Classes (as defined in Paragraph 18) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

7. At all relevant times, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting

within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Defendants employed Plaintiff Rahaim in the non-exempt job position of "Housekeeping Room Attendant" (or similarly titled position) at the Langham Huntington, Pasadena hotel. Plaintiff worked for Defendants from approximately October 2023 until approximately May 2024, when Plaintiff Rahaim went out on a medical leave of absence. Plaintiff Rahaim's job duties included cleaning rooms, replacing linens and emptying trash from rooms, and other general cleaning duties.

10. Plaintiff Martinez worked for Defendants from approximately April 2022 through approximately April 2025 in the non-exempt job position of "Pastry Cook" (or similarly titled position) at their location in Pasadena, California. Plaintiff Martinez performed various duties for Defendants including, among other things, preparing pastries, creating schedules, and performing room service deliveries.

11. Plaintiff King worked for Defendants from approximately December 2021 to November 2025 in the non-exempt job position of In Room Dining Coordinator (or similarly titled position) at their location in Pasadena, California. Plaintiff King performed various duties for Defendants including, among other things, monitoring the room service phone line and ensuring that guests receive all food to their room in a prompt manner.

12. During Plaintiffs' employment with Defendants, Defendants utilized a timekeeping system which resulted in Plaintiffs and other non-exempt employees not being compensated for all hours actually worked. Defendants have failed to pay Plaintiffs and other

non-exempt employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock, including during their off-duty meal periods. This has resulted in Plaintiffs and other non-exempt employees not being paid all required wages for all hours worked, including minimum wages and overtime wages. For example, Plaintiff Rahaim was required to arrive at her scheduled shift approximately 15-20 minutes prior to her start time to don her required uniform as well as to stock her housekeeping cart with cleaning supplies, hand soap, coffee replacements, linens, and other items. Because Plaintiffs and other non-exempt employees were not permitted to take their uniforms home with them, they were required to don their uniform in Defendants' locker rooms prior to clocking in for their shifts. Due to Defendants' timekeeping policies/practices that fail to compensate for all hours worked, Plaintiffs and other non-exempt employees were not compensated for all required minimum and overtime wages.

13. Defendants also failed to provide Plaintiffs and other non-exempt employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have resulted in late (commencing after the fifth hour of work) and/or short (less than 30 minutes) meal periods. Plaintiffs were also regularly interrupted with work demands during their meal periods and had to respond to emergent issues during her meal periods. Plaintiffs were required to carry mobile devices throughout their shifts and were required to respond to calls at all times during their shifts, including during her meal periods. On those occasions when Plaintiffs were not provided with all legally-required meal periods to which they were entitled, Defendants failed to compensate Plaintiffs with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

14. Defendants have also failed to authorize and permit all required rest periods for Plaintiffs and other non-exempt employees. Specifically, Defendants have often failed to authorize and permit a net 10-minute rest period in an area appropriate for rest away from the

workstation for every four hours worked or major fraction thereof due to work demands imposed by Defendants. Plaintiffs were often assigned to clean between 14-18 rooms per 8-hour shift. Given this workload, Plaintiffs were not authorized and permitted all legally required off-duty rest periods. Despite failing to authorize and permit Plaintiffs and other non-exempt employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Plaintiffs or other non-exempt employees any rest period premiums.

15. Defendants also failed to adequately reimburse Plaintiffs and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones to speak with supervisors about which rooms needed cleaning. Plaintiffs also had to purchase various cleaning supplies to perform their job duties with Defendants. However, Defendants did not adequately reimburse Plaintiffs and other non-exempt employees for their cellular phone expenses, even though they used their personal cellular phones for business purposes.

16. Upon information and belief, Defendants additionally required Plaintiffs and other non-exempt employees to work seven or more consecutive days without a rest day, failing to provide a rest day at least once every six days of work in a workweek of seven consecutive days as required by Labor Code § 551. Furthermore, Plaintiffs and other non-exempt employees were required to work more than 30 hours in a workweek, which means that they did not meet the exception provided by Labor Code § 552 and Wage Order 5, § G, which allows that "[a]n employee may be employed on seven (7) workdays in a workweek when the total hours of employment during such workweek do not exceed 30…" Instead, Plaintiffs and other non-exempt employees were often required to work more than thirty (30) hours and more than six days in a seven-day workweek due to the schedule imposed on them by Defendants.

17. Upon information and belief, during the relevant time period, Defendants maintained compensation practices involving gratuities, distributed tips, banquet-related compensation, service charges, administrative charges, incentive compensation, and other forms

of nondiscretionary remuneration paid to non-exempt employees. Plaintiffs are informed and believe and based thereon allege that Defendants failed to accurately calculate, report, allocate, distribute, track, include, and/or pay all compensation owed to Plaintiffs and other non-exempt employees arising from such remuneration. Plaintiffs are further informed and believe that Defendants failed to properly include all nondiscretionary compensation when calculating overtime compensation, meal period premiums, rest period premiums, paid sick leave, final wages, and other wage payments whose calculation depends upon an employee's regular rate of pay. As a result of the foregoing policies and practices, Plaintiffs and other non-exempt employees were not paid all wages, premium wages, overtime wages, or other compensation required by California law and did not receive accurate wage statements or payroll records reflecting all wages earned.

18. As a result of Defendants' failure to compensate Plaintiffs and other non-exempt employees for all minimum and overtime wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Defendants' intentional and willful failure to compensate Plaintiffs and other non-exempt employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants failed to timely pay Plaintiffs and other non-exempt employees all wages owed during employment with Defendants. As an additional result of Defendants' failure to compensate Plaintiffs and other non-exempt employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants failed to pay Plaintiffs and other non-exempt employees all wages owed at the time of their separation of employment with Defendants. Defendants further failed to pay Plaintiffs and other non-exempt employees all accrued vacation wages at the time of separation from their employment, thereby violating Labor Code section 227.3 as well as Labor Code sections 201-203.

19. Upon information and belief, Defendants maintained vacation, paid time off, and/or vacation-equivalent policies under which Plaintiffs and other non-exempt employees accrued vested vacation wages during their employment. Under Defendants' policies and practices, such unused accrued vacation constituted earned wages that were required to be paid at separation.

20. Upon information and belief, Plaintiffs and members of the Vacation Pay Class separated from employment with Defendants with accrued and unused vacation, paid time off, and/or vacation-equivalent wages, but Defendants failed to pay all such vested amounts at the time of separation.

21. As a result of Defendants' policies and practices, Plaintiffs and members of the Vacation Pay Class were not paid all earned vacation wages owed at the time of separation, in violation of Labor Code section 227.3. Because accrued and unused vacation wages are wages due at separation, Defendants' failure to timely pay those amounts also supports waiting time penalties under Labor Code sections 201 through 203.

CLASS ACTION ALLEGATIONS

22. **Class Definitions**: Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the time period from April 17, 2023 through the present.

b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and were subject to Defendants' timekeeping policies and/or practices, during the time period from April 17, 2023 through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the time period from April 17, 2023 through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the time period from April 17, 2023 through the present.

e. The Wage Statement Class consists of all of the Minimum Wage Class, Overtime

Class, Meal Period Class, and/or Rest Period Class, who received a wage statement from Defendants at any time during the one year immediately preceding the filing of this action through the present.

f. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees in California who were not reimbursed for the use of their personal cellular phones and cleaning supplies for business purposes, during the time period from April 17, 2023 through the present.

g. The Rest Day Class consists of all of Defendants' current and form non-exempt employees in California who were not provided with one day's rest in every workweek of seven consecutive days during the time period from August 21, 2023 through the present.

h. The Timely Payment Class consists of all of Defendants' current and former non-exempt employees in California who were not timely paid all wages due to them while they were employed during the time period from August 21, 2023 through the present.

i. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who have separated their employment with Defendants, from August 21, 2023, through the present.

j. The Vacation Pay Class consists of all of Defendants' current and former non-exempt employees in California who accrued unused vacation, paid time off, or other vested vacation-equivalent wages during their employment with Defendants and were not paid all such accrued and unused vacation wages at the time of separation, during the time period from August 21, 2023, through the present.

23. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes and Subclasses are unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

24. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest**: There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate members of the Minimum and Overtime Wage Classes for all hours actually worked;

ii. Whether Defendants properly paid all overtime wages to members of the Overtime Class;

iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

v. Whether Defendants provided meal and rest period premium payments for non-compliant meal and rest periods;

vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

vii. Whether Defendants reimbursed members of the Employee Expense Class for all necessary work expenses.

viii. Whether Defendants failed to provide members of the Rest Day Class with one day's rest in seven;

ix. Whether Defendants paid members of the Rest Day Class at the appropriate overtime or double time rate when Defendants required members of the Rest Day Class to work in seven-day blocks without one day's rest, as proscribed by Cal. Lab. Codes §§ 551and 552;

x. Whether Defendants' failure to provide members of the Rest Day Class with one day's rest in seven was willful;

xi. Whether Defendants failed to timely pay all wages due to members of the Timely

Payment Class during their employment with Defendants;

xii. Whether Defendants' polices and/or practices for the timing and amount of payment of final wages to Plaintiffs and members of the Waiting Time Class at the time of their separation of employment were lawful;

xiii. Whether Defendants maintained policies or practices that resulted in the failure to pay Plaintiffs and members of the Vacation Pay Class all accrued and unused vacation wages at separation;

xiv. Whether Defendants' failure to pay all accrued and unused vacation wages at separation was willful.

25. **Predominance of Common Questions**: Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, including but not limited to Defendants' timekeeping policies/practices, and meal and rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

26. **Typicality**: The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due to Defendants' timekeeping policies/practices, were not provided all required meal periods, were not authorized and permitted all rest periods, did not receive premium pay for non-compliant meal and rest periods, were not reimbursed for all necessary business expenditures, were not provided with accurate, compliant, itemized wage statements, were not provided with one day of rest within every workweek consisting of seven consecutive days, were not timely paid all wages during their employment, and were not paid all wages owed at the time of separation of employment.

27. **Adequacy of Representation**: Plaintiffs are fully prepared to take all necessary

steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

28. **Superiority**: The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiffs and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

As such, the Classes identified in Paragraph 18 are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

29. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

30. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiffs and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5.

31. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon. Further, Labor Code sections 221 and 223 further prohibit an employer from making unlawful deductions or collecting or receiving any part of the employee's wages.

32. As a consequence of Defendants' non-payment of minimum wages, Plaintiffs and members of the Minimum Wage Class seek penalties pursuant to Wage Order 5 § 20(a) and California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2; attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages

and/or penalties pursuant to California Labor Code § 558(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

33. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

34. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

35. At all relevant times, Defendants were required to compensate hourly non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and IWC Wage Order No. 5. Wage Order 5, § 3(B) requires an employer to pay an employee "one and one-half (1½) times such employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours in a workweek. Labor Code § 510 and Wage Order 5, Section 3 also require an employer to pay an employee double the employee's regular rate of work in excess of 12 hours each workday and/or any work in excess of eight (8) hours on the seventh day of the workweek. As alleged herein, Defendants caused Plaintiffs and the members of the Overtime Class to work overtime and/or double-time hours but did not properly compensate Plaintiffs and the members of the Overtime Class at one and one-half times their regular rate of pay (or double-time, in the case of double-time hours) for such hours. Plaintiffs are further informed and believe and based thereon allege that Defendants failed to properly calculate overtime compensation by excluding or miscalculating nondiscretionary compensation and other remuneration required to be included in employees' regular rates of pay under California law.

36. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiffs and the Overtime Class members in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198;

Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

37. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

39. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 5, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

40. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

41. Wage Order 5, § 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and permit Plaintiffs and members of the Rest Period Class to take all legally complaint rest periods as alleged herein, Defendants did not pay these individuals an additional hour of pay at their respective regular rate for the rest periods that they failed to authorize and permit them to take, as required by Labor Code § 226.7.

42. Defendants' policies and practices described herein are unlawful and create an entitlement to recovery by Plaintiffs and members of the Rest Period Class in a civil action for

the unpaid amount of rest period premiums owing, including interests thereon, statutory penalties, civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 5, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

43. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and members of the Wage Statement Class with accurate and complete, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, total net wages earned, and the correct name and address of the legal entity that is the employer in violation of Labor Code § 226 *et seq.* The inaccurate wage statements further failed to accurately reflects all forms of compensation earned, including non-discretionary compensation and other remuneration paid or owed to Plaintiffs and/or members of the Wage Statement Class.

45. Defendants' failure to furnish Plaintiffs and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of minimum and overtime wages and meal and rest period premium wages owed and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

46. Defendants' failures create an entitlement to recovery by Plaintiffs and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq*., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq*.

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SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR ALL NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

47. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

48. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

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

50. Due to Defendants' unlawful policy and practice of requiring employees to use their personal cellular phones for work purposes and failing to compensate employees, Defendants have violated Labor Code § 2802. Defendant also failed to adequately reimburse Plaintiffs and other non-exempt employees for costs related to uniforms, clothing, equipment, certifications, supplies, tools, and other expenses incurred in direct consequence of perofmring with for Defendants.

51. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiffs and members of the Employee Expense Class suffered damages in sums, which will be shown according to proof.

52. Plaintiffs and members of the Employee Expense Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

53. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiffs and members of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

54. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

55. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq*., by: (a) failing to pay Plaintiffs and members of the Minimum Wage Class all minimum wages owed; (b) failing to pay Plaintiffs and members of the Overtime Class all overtime wages owed; (c) failing to provide Plaintiffs and members of the Meal Period Class with all meal periods to which they are entitled, and failing to pay them meal period premium payments; (d) failing to authorize and permit Plaintiffs and members of the Rest Period Class all rest periods to which they are entitled, and failing to pay them rest period premium payments; (e) failing to issue accurate and itemized wage statements to the Wage Statement Class; (f) failing to reimburse the Employee Expense Class for all necessary business expenditures; (g) failing to provide the Rest Day Class with one day's rest in every workweek of seven consecutive days; (h) failing to timely pay the Timely Payment Class all wages due to them during their employment with Defendants; and (i) failing to pay all wages owed to Plaintiff and members of the Waiting Time Class at the time of their separation of employment, including all accrued vacation wages.

56. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiffs and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides 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.

57. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seeks 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 §§ 17203 and 17208.

58. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

59. Plaintiffs were compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

60. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

61. Defendants have committed several Labor Code violations against Plaintiff Rahaim, members of the Classes, and other aggrieved employees. Plaintiff Rahaim, an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq*., acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff Rahaim, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to pay minimum wages for all hours worked to Plaintiff Rahaim, the

Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;

b. Failing to pay Plaintiff Rahaim, the Overtime Class, and other aggrieved employees all earned overtime compensation, including all overtime compensation at the appropriate regular rate of pay, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff Rahaim, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff Rahaim, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to furnish Plaintiff Rahaim, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

f. Failing to reimburse Plaintiff Rahaim, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;

g. Failing to pay Plaintiff Rahaim and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;

h. Failing to pay Plaintiff Rahaim and other aggrieved employees all vested, accrued, and unused vacation wages owed at separation in violation of Labor Code section 227.3; and

i. Failing to maintain accurate records on behalf of Plaintiff Rahaim and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

62. On April 10, 2025, Plaintiff Rahaim notified Defendants via certified mail, and

notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 57 (a)-(h). Now that sixty-five days have passed from Plaintiff Rahaim notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff Rahaim has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

63. Defendants have furthermore committed several Labor Code violations against Plaintiff Martinez, Plaintiff King, members of the Classes, and other aggrieved employees. Plaintiff Martinez and Plaintiff King, "aggrieved employees" within the meaning of Labor Code § 2698 *et seq*., acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff Martinez and Plaintiff King, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to pay for all time worked at correct rates of pay, minimum wages, straight time wages, and overtime compensation to Plaintiff Martinez, Plaintiff King, the Minimum Wage Class, the Overtime Class, and other aggrieved employees in

violation of Labor Code §§ 204, 510, 1194, 1197, 1197.1, and 1198;

b. Failing to provide Plaintiff Martinez, Plaintiff King, the Rest Day Class, and other aggrieved employees one day's rest in every workweek of seven consecutive days in violation of Labor Code §§ 551 and 552;

c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff Martinez, Plaintiff King, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512(a), and 1198;

d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff Martinez, Plaintiff King, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7 and 1198;

e. Failing to timely pay all wages due to Plaintiff Martinez, Plaintiff King, the Timely Payment Class, and other aggrieved employees during their employment in violation of Labor Code § 204(a);

f. Failing to furnish Plaintiff Martinez, Plaintiff King, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226(a);

g. Failing to maintain accurate records on behalf of Plaintiff Martinez, Plaintiff King, and other aggrieved employees in violation of Labor Code §§ 1174(d) and 1198.5;

h. Failing to reimburse Plaintiff Martinez, Plaintiff King, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2800 and 2802;

i. Failing to pay Plaintiff Martinez, Plaintiff King, the Waiting Time Class, the Vacation Pay Class, and other aggrieved employees all vested, accrued, and unused vacation wages owed at separation in violation of Labor Code section 227.3; and

j. Failing to pay Plaintiff Martinez, Plaintiff King, the Waiting Time Class, and other

aggrieved employees all final wages at the time of their termination from employment in violation of Labor Code §§ 201 and 202.

64. On June 16, 2025, Plaintiff Martinez notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff Martinez's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 59 (a)-(i). More than sixty-five days have passed from Plaintiff Martinez notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff Martinez has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

65. On January 15, 2026, Plaintiff Martinez and Plaintiff King provided an amended notice to Defendants via certified mail, and to the LWDA via its website, regarding Plaintiff King's intent to be added as a named plaintiff to Plaintiff Martinez's PAGA claim previously filed on June 16, 2025. Plaintiff Martinez and Plaintiff King did not receive a response from the LWDA within sixty-five calendar days of providing the amended notice. Plaintiff Martinez and Plaintiff King have exhausted their administrative requirements for bringing their amended claim under the Private Attorneys General Act with respect to these violations.

66. Based on the foregoing, Plaintiffs seek to represent themselves and all Aggrieved Employees, as defined by Labor Code § 2699(c).

67. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to receive under California Labor Code § 2699(g).

NINTH CAUSE OF ACTION

FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN

(AGAINST ALL DEFENDANTS)

68. Plaintiffs incorporate herein by specific reference, as though fully set forth, the

allegations in all preceding paragraphs.

69. California Labor Code § 551 states that "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Cal. Lab. Code § 552 prohibits and employer from "caus[ing] his employees to work more than six days in seven."

70. Further, the California Code of Regulations, Title 8 ("Cal. Code Regs.") provides for the amounts at which employees should be paid when working on the seventh day in the manner proscribed by Cal. Lab. Codes 551 and 552. For example, Cal. Code Reg. § 11170 for miscellaneous employees § 4 provides:

> 4. Daily Overtime - General Provisions
> The following overtime provisions are applicable to employees eighteen (18) years of age or over and to employees 16 or 17 years of age who are not required by law to attend school, and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
>
> (A) One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
> (B) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.
> (C) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

71. Plaintiffs and other members of the Rest Day Class were subjected to numerous work periods where they were not afforded one day's rest in seven.

72. During the relevant time period, Defendants intentionally and willfully required Plaintiff and other members of the Rest Day Class to work for periods of seven days straight without one day of rest without properly compensating Plaintiff and other members of the Rest Day Class, as prescribed by California law, at either the time-and-a-half rate or the double time

rate, depending on hours worked during the seventh day.

73. Defendants' conduct violates California law such as the applicable IWC Wage Orders and California Labor Codes sections 551 and 552.

74. Pursuant to the applicable IWC Wage Orders and California Labor Code sections 551 and 552, Plaintiff and other members of the Rest Day Class are entitled to recover from Defendants time-and-a-half for all hours worked up through the end of the eighth hour, or double time for all hours worked in excess of eight hours on the seventh day during the relevant time period.

75. Plaintiff and other members of the Rest Day Class have been damaged in an amount according to proof at the time of trial, and are entitled to recovery of such amounts, plus penalties, interest, attorneys' fees, expenses and costs.

TENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

(AGAINST ALL DEFENDANTS)

76. Plaintiffs incorporate by reference the allegations in all preceding paragraphs.

77. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

78. California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

79. California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

80. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations, and rest break violations), Defendants

intentionally and willfully failed to timely pay Plaintiffs and other members of the Timely Payment Class all wages due to them within the period permissible under California Labor Code section 204.

81. Plaintiffs and other members of the Timely Payment Class are entitled to recover all available remedies for Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to California Labor Code section 210(b).

ELEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

82. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

83. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

84. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at their separation from employment, including minimum and overtime wages, and meal and rest period premium wages.

85. Further, Plaintiff is informed and believed, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

86. Further, Defendants failed to pay Plaintiffs and other members of the Waiting Time Class all vacation wages to which they were entitled in violation of Labor Code section 227.3. Specifically, due to Defendants' failure to properly credit employees for all hours worked and all accrued vacation wages, Defendants failed to pay Plaintiffs and the Timely Payment Class

for all accrued vacation wages at the time of their separation from employment.

87. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

88. Therefore, Plaintiffs and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

TWELFTH CAUSE OF ACTION

FAILURE TO PAY ALL UNUSED AND ACCRUED VACATION WAGES AT SEPARATION

(AGAINST ALL DEFENDANTS)

89. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

90. Labor Code section 227.3 provides that, unless otherwise provided by a collective bargaining agreement, whenever an employment contract or employer policy provides for paid vacations, and an employee is terminated without having taken off vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate of pay and in accordance with Labor Code sections 201, 201.5, 202, and 208.

91. At all relevant times, Defendants maintained vacation, paid time off, and/or vacation-equivalent policies under which Plaintiffs and members of the Vacation Pay Class accrued vested vacation wages during their employment with Defendants.

92. Plaintiffs are informed and believe, and based thereon allege, that Plaintiffs and members of the Vacation Pay Class separated from employment with accrued and unused vacation, paid time off, and/or vacation-equivalent wages, but Defendants failed to pay all such vested wages at the time of separation.

93. Defendants' failure to pay all accrued and unused vacation wages at separation violated Labor Code section 227.3 and caused Plaintiffs and members of the Vacation Pay Class to suffer damages in an amount according to proof, plus interest, attorneys' fees, costs, and all other relief available under applicable law.

94. Because accrued and unused vacation wages are wages due upon separation, Defendants' failure to timely pay those wages also supports the recovery of waiting time penalties under Labor Code sections 201 through 203.

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;

4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 221, 223, 1182.12, 1194, 1194.2, 1197, and 1198;

5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et seq*.;

9. Upon the Sixth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

10. Upon the Seventh Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq*.;

11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§

558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $50.00 for each initial violation and $100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) $100.00 for each initial violation and $250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) $100.00 for each initial violation and $200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 54 (a)-(h) and Paragraph 59 (a)-(i);

12. Upon the Ninth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 551 and 552;

13. Upon the Tenth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204 and 210;

14. Upon the Eleventh Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201- 203;

15. Upon the Twelfth Cause of Action, for all unpaid accrued and unused vacation wages owed at separation pursuant to Labor Code section 227.3, together with interest, penalties, attorneys' fees, costs, and all other relief available under applicable law;

16. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

17. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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18. For such other and further relief, the Court may deem just and proper.

Respectfully submitted,

Dated: August 31, 2026 HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Respectfully submitted,

Dated: August 31, 2026 HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Attorneys for Plaintiff