

1 Shaun Setareh (SBN 204514)
2 shaun@setarchlaw.comf
3 Thomas Segal (SBN 222791)
4 thomas@setarehlaw.com
5 Tyson Gibb (SBN 339154)
6 tyson@setarehlaw.com
7 SETAREH LAW GROUP
8 9665 Wilshire Boulevard, Suite 430
9 Beverly Hills, California 90212
10 Telephone (310) 888-7771
11 Facsimile (310) 888-0109

12 Attorneys for Plaintiff CHRISTINA ROMERO

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO
UNLIMITED JURISDICTION

CHRISTINA ROMERO, on behalf of herself
and all others similarly situated, and the
general public,

Plaintiff,

v.

MCDONALD'S RESTAURANTS OF
CALIFORNIA, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

FEB 17 2023

Gilberto Villegas
BY: Gilberto Villegas, Deputy

Case No.

CIV SB 2305280

CLASS AND REPRESENTATIVE ACTION

COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Sick Time (Lab. Code §§ 246 et seq.)
5. Failure to Indemnify (Lab. Code § 2802);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Failure to Pay Wages Without Discount (Lab. Code § 212);
9. Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.);
10. Civil Penalties (Lab. Code § 2698, et seq.)

JURY TRIAL DEMANDED

CLASS AND REPRESENTATIVE ACTION COMPLAINT

BY FAX

1 Plaintiff CHRISTINA ROMERO ("Plaintiff"), on behalf of herself and all others similarly
2 situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against defendants
5 MCDONALD'S RESTAURANTS OF CALIFORNIA, INC., a California corporation; and DOES
6 1 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the
7 Labor Code. As set forth below, Plaintiff alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
10 (2) failed to provide them with rest periods;
11 (3) failed to pay them premium wages for missed meal and/or rest periods;
12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
14 (5) failed to pay them at least minimum wage for all hours worked;
15 (6) failed to pay them overtime wages at the correct rate;
16 (7) failed to pay them double time wages at the correct rate;
17 (8) failed to reimburse them for all necessary business expenses;
18 (9) failed to provide them with accurate written wage statements; and
19 (10) failed to pay them all of their final wages following separation of employment.

20 Based on these alleged violations, Plaintiff now brings this class and representative action to
21 recover unpaid wages, restitution, civil and statutory penalties, and related relief on behalf of
22 herself and all others similarly situated, all other aggrieved employees, and the State of California.

23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
25 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
26 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

27 3. Venue is proper in the County of San Bernardino pursuant to Code of Civil Procedure
28 §§ 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions that

1 are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains
2 offices, transacts business, and/or has an agent therein.

3 **PARTIES**

4 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
5 residing in the State of California.

6 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant
7 MCDONALD'S RESTAURANTS OF CALIFORNIA, INC. is, and at all relevant times mentioned
8 herein, a California corporation doing business in the State of California.

9 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
10 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
11 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
12 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
13 fictitiously named defendants are responsible in some manner for the occurrences, acts and
14 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
15 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
16 capacities of the DOE defendants when ascertained.

17 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
18 mentioned herein, some or all of the defendants were the representatives, agents, employees,
19 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
20 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
21 and scope of such relationship and with the full knowledge, consent, and ratification by such other
22 defendants.

23 **CLASS ALLEGATIONS**

24 8. This action has been brought and may be maintained as a class action pursuant to
25 Code of Civil Procedure § 382, because there is a well-defined community of interest among the
26 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
27 unaware of any difficulties likely to be encountered in managing this case as a class action.

28 ///

1 9. **Relevant Time Period:** The relevant time period is defined as the time period
2 beginning four years prior to December 13, 2022 until judgment is entered.

3 **Hourly Employee Class:** All persons employed by Defendants whether directly or
4 indirectly through any staffing agencies and/or any other third parties in hourly or non-
exempt positions in California during the **Relevant Time Period**.

5 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked
6 in a shift in excess of five hours during the **Relevant Time Period**.

7 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked
8 a shift of at least three and one-half (3.5) hours during the **Relevant Time**
9 **Period**.

10 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**
11 members employed by Defendants in California during the period beginning
12 one year before the filing of this action and ending when final judgment is
13 entered.

14 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members
15 who separated from their employment with Defendants during the period
16 beginning three years before the filing of this action and ending when final
17 judgment is entered.

18 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in
19 California during the **Relevant Time Period**.

20 **Expense Reimbursement Class:** All persons employed by Defendants in California
21 who incurred business expenses using their personal cellphone during the **Relevant**
22 **Time Period**.

23 **Sick Pay Class:** All persons employed by Defendants in California who were eligible
24 to receive compensation for "Sick Pay" during the **Relevant Time Period**.

25 **Pay Card Class:** All persons employed by Defendants in California who were paid
26 their wages with a pay card and were not paid all earned wages during the **Relevant**
27 **Time Period**.

28 10. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
right to amend or modify the class definitions with greater specificity by further division into sub-
classes and/or by limitation to particular issues.

 11. **Numerosity:** The class members are so numerous that the individual joinder of each
individual class member is impractical. While Plaintiff does not currently know the exact number of
class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
exceeds the minimum required for numerosity under California law.

 12. **Commonality and Predominance:** Common questions of law and fact exist as to all

1 class members and predominate over any questions that affect only individual class members. These
2 common questions include, but are not limited to:

- 3 i. Whether Defendants maintained a policy or practice of failing to provide employees
4 with their meal periods;
- 5 ii. Whether Defendants maintained a policy or practice of failing to provide employees
6 with their rest periods;
- 7 iii. Whether Defendants failed to pay premium wages to class members when they have
8 not been provided with required meal and/or rest periods;
- 9 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
10 as a result of policies that fail to provide meal periods in accordance with California
11 law;
- 12 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
13 for all time worked;
- 14 vi. Whether Defendants failed to reimburse class members for all necessary business
15 expenses incurred during the discharge of their duties;
- 16 vii. Whether Defendants failed to provide class members with accurate written wage
17 statements as a result of providing them with electronic wage statements with
18 inaccurate entries for, among other things, amounts of gross and net wages, and total
19 hours worked;
- 20 viii. Whether Defendants failed to pay class members all wages without discount;
- 21 ix. Whether Defendants used pay cards to pay class members;
- 22 x. Whether class members incurred fees in cashing pay cards;
- 23 xi. Whether class members have been able to redeem pay cards for their full cash value;
- 24 xii. Whether Defendants applied policies or practices that result in late and/or incomplete
25 final wage payments;
- 26 xiii. Whether Defendants are liable to class members for waiting time penalties under
27 Labor Code section 203;
- 28 xiv. Whether class members are entitled to restitution of money or property that

Defendants may have acquired from them through unfair competition;

13. **Typicality**: Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

14. **Adequacy of Class Representative**: Plaintiff is an adequate class representative in that she has no interests that are adverse to or otherwise conflict with the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

15. **Adequacy of Class Counsel**: Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

16. **Superiority**: A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to prosecute their common claims simultaneously and efficiently in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

17. Plaintiff worked for Defendants as an hourly, non-exempt employee from approximately December 2021 through July 2022.

COVID Screening and Off-the-Clock

18. Romero and the aggrieved employees were required to submit to a COVID screening prior to clocking in at the beginning of their shift. Romero and the aggrieved employees

1 stood in line and had their temperature taken. Additionally, Romero and the aggrieved employees
2 were asked COVID related questions such as whether or not they had come into contact with a sick
3 person, and whether they were experiencing any symptoms of illness, etc. Romero and the
4 aggrieved employees could not clock in prior to this COVID screening, although they were
5 required to do the COVID screening prior to starting each work shift..

6 19. Plaintiff and the putative class were required to spend at least five to fifteen minutes
7 each time they went through the COVID screening check—time that was not paid by Defendants.

8 20. Plaintiff and the putative class were required to go through the COVID check prior
9 to clocking in at the beginning of each work shift.

10 21. Based on the above, Defendants' COVID check practices have resulted in
11 substantial amounts of time not recorded as hours worked therefore resulting in substantial
12 amounts of wages not paid to Plaintiff and the putative class.

13 **Clock In Process**

14 22. Plaintiff and the putative class were trained to clock in for each work shift using a
15 fingerprint scanning timeclock.

16 23. Occasionally, Plaintiff and the putative class would encounter timeclock errors or
17 fingerprint scanning errors that would require them to restart the entire process. The time spent on
18 the timeclock malfunctioning would not be accurately recorded and therefore resulted in Plaintiff
19 and the putative class not being paid for all hours worked while waiting for the timeclock to work.

20 24. This time was not properly recorded as time worked and resulted in Plaintiff and the
21 putative class not being paid for all hours worked by Defendants.

22 **Missed Meal Periods**

23 25. Plaintiff and the putative class were not provided with meal periods of at least thirty
24 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
25 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
26 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an
27 employee would be able to take their breaks if they wanted to finish their work on time; and (4) no
28 formal written meal and rest period policy that encouraged employees to take their meal and rest

1 periods.

2 26. Defendants have a policy and/or practice of regularly requiring Plaintiff and the
3 putative class to take their meal periods after the fifth hour of work. Plaintiff and the putative class
4 were required to request permission from their managers or supervisors prior to being released for
5 their meal periods. On many occasions, there were not enough employees to cover, and so Plaintiff
6 and the putative class were denied the opportunity to timely take their meal periods. Also, Plaintiff
7 and the putative class were told by their managers and supervisors that they were required to stay
8 on the premises during their meal periods.

9 27. As a result of Defendants' policies and/or practices, Plaintiff and the putative class
10 were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each
11 five (5) hours worked.

12 **Missed Rest Periods**

13 28. Plaintiff and the putative class were not provided with rest periods of at least ten
14 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
15 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
16 each work shift with not enough workers; (3) imposing so much work on each employee such that
17 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
18 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
19 take their meal and rest periods.

20 29. Defendants have a policy and/or practice of requiring that Romero and the
21 aggrieved employees request permission from a supervisor to get authorization to take a rest break.
22 However, there was frequently not enough staff to cover, and Romero and the aggrieved
23 employees were denied the opportunity to take their rest breaks.

24 30. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
25 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours
26 worked.

27 **Expense Reimbursement**

28 31. Plaintiff and the putative class members were required to utilize their own personal

1 cellphone for business purposes.

2 32. Plaintiff and the putative class members were not reimbursed for business expenses
3 incurred in using their cellphones.

4 33. Defendants failed to reimburse Plaintiff and the putative class for such necessary
5 business expenses incurred by them.

6 **Sick Pay**

7 34. Upon information and belief, Plaintiff alleges that Plaintiff and the putative class
8 members were not provided with sick time that they were legally entitled to.

9 35. Plaintiff requested sick time and was given a hard time and was denied sick time.

10 36. Upon information and belief, Plaintiff alleges that Plaintiff and the putative class
11 were not provided with sick time, although they were eligible for sick time pay, and were entitled to
12 it.

13 **Wage Statements**

14 37. Plaintiff and the putative class were not provided with accurate wage statements as
15 mandated by law pursuant to Labor Code § 226. Upon information and belief, Plaintiff and the
16 putative class were issued payment electronically onto a paycard, and were not provided with the
17 option of receiving a physical paystub.

18 38. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
19 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
20 clock” work were not included.

21 39. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
22 worked by the employee” were not accurately reflected in that all hours worked, including overtime
23 and “off-the-clock” work were not included.

24 40. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
25 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
26 clock” work were not included.

27 41. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
28 hourly rates in effect during the pay period and the corresponding number of hours worked at each

hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 204, 223, 226.7, 512 and 1198)

(Plaintiff and Meal Period Sub-Class)

42. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged herein.

43. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

44. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

45. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an hour of premium wages on each workday that the employee is not provided with the required meal period.

46. Compensation for missed meal periods constitutes wages within the meaning of Labor Code § 200.

47. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the applicable Wage Order.

48. Section 11 of the applicable Wage Order states:

“No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of

1 the work prevents an employee from being relieved of all duty and when by
2 written agreement between the parties an on-the-job paid meal period is agreed
3 to. The written agreement shall state that the employee may, in writing, revoke
4 the agreement at any time.”

5 49. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
6 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
7 members were not subject to valid on-duty meal period agreements with Defendants.

8 50. Plaintiff alleges that, at all relevant times during the applicable limitations period,
9 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
10 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
11 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

12 51. Plaintiff alleges that, at all relevant times during the applicable limitations period,
13 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
14 **Class** members when they worked five (5) hours without clocking out for any meal period.

15 52. Plaintiff alleges that, at all relevant times during the applicable limitations period,
16 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
17 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and
18 failed to pay them premium wages as required by Labor Code § 512 and the applicable Wage
19 Order.

20 53. Moreover, upon information and belief, Defendants’ written policies do not provide
21 that employees must take their first meal period before the end of the fifth hour of work, that
22 employees are entitled to a second meal period if they work a shift of over ten hours, or that the
23 second meal period must commence before the end of the tenth hour of work, unless waived.

24 54. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
25 **Class** members additional premium wages, and/or were not paid premium wages at the employees’
26 regular rates of pay when required meal periods were not provided.

27 55. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
28 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
costs of suit.

1 56. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
2 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the **Meal**
3 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PROVIDE REST PERIODS**

6 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

7 **(Plaintiff and Rest Period Sub-Class)**

8 57. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

9 58. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
10 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
11 Code and the applicable Wage Order.

12 59. Section 12 of the applicable Wage Order imposes an affirmative obligation on
13 employers to permit and authorize employees to take required rest periods at a rate of no less than
14 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
15 in the middle of each work period insofar as practicable.

16 60. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
17 from requiring employees to work during required rest periods and require employers to pay non-
18 exempt employees an hour of premium wages at the employees' regular rates of pay, on each
19 workday that the employee is not provided with the required rest period(s).

20 61. Compensation for missed rest periods constitutes wages within the meaning of Labor
21 Code § 200.

22 62. Labor Code § 1198 makes it unlawful to employ a person under conditions that
23 violate the Wage Order.

24 63. Plaintiff alleges that, at all relevant times during the applicable limitations period,
25 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
26 with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof,
27 as required by the applicable Wage Order.

28 64. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**

1 **Class** members additional premium wages when required rest periods were not provided.

2 65. Upon information and belief, Defendants written policies do not provide that
3 employees may take a rest period for each four hours worked, or major fraction thereof, nor that rest
4 periods should be taken in the middle of each work period insofar as practicable.

5 66. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
6 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
7 costs of suit.

8 67. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
9 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest Period**
10 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

13 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

14 **(Plaintiff and Hourly Employee Class)**

15 68. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

16 69. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
17 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
18 applicable Wage Order.

19 70. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
20 which an employee is subject to the control of the employer, and includes all the time the employee
21 is suffered or permitted to work, whether or not required to do so."

22 71. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
23 employees at least the minimum wage set forth therein for all hours worked, which consists of all
24 hours that an employer has actual or constructive knowledge that employees are working.

25 72. Labor Code § 1194 invalidates any agreement between an employer and an
26 employee to work for less than the minimum or overtime wage required under the applicable Wage
27 Order.

28 73. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages

1 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
2 underlying unpaid minimum wages and interest thereon.

3 74. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than
4 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
5 period.

6 75. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
7 person acting either individually or as an officer, agent, or employee of another person to pay an
8 employee, or cause an employee to be paid, less than the applicable minimum wage.

9 76. Labor Code § 1198 makes it unlawful for employers to employ employees under
10 conditions that violate the applicable Wage Order.

11 77. Labor Code § 204 requires employers to pay non-exempt employees their earned
12 wages for the normal work period at least twice during each calendar month on days the employer
13 designates in advance and to pay non-exempt employees their earned wages for labor performed in
14 excess of the normal work period by no later than the next regular payday.

15 78. Labor Code § 223 makes it unlawful for employers to pay their employees lower
16 wages than required by contract or statute while purporting to pay them legal wages.

17 79. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
18 non-exempt employees overtime wages of no less than one and one-half times the employees'
19 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
20 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
21 seventh consecutive day of one workweek.

22 80. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
23 pay non-exempt employees overtime wages of no less than two times the employees' respective
24 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
25 worked in excess of eight hours on a seventh consecutive workday during the workweek.

26 81. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
27 centrally devised policies and practices to her and **Hourly Employee Class** members with respect
28 to working conditions and compensation arrangements.

1 82. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
2 **Employee Class** members for all time worked, including but not limited to, overtime hours at
3 statutory and/or agreed rates.

4 Section 9 of the applicable Wage Order states:

5 “When uniforms are required by the employer to be worn by the employee as
6 a condition of employment, such uniforms shall be provided and maintained
7 by the employer. The term ‘uniform’ includes wearing apparel and
8 accessories of distinctive design or color.”

9 83. If the employer does not choose to maintain employees’ uniforms itself where it is
10 required to do so, the Division of Labor Standards Enforcement (“DLSE”) takes the position that
11 the employer may pay each affected employee a weekly maintenance allowance of an hour’s pay at
12 the state minimum wage rate in lieu of maintaining the uniforms, assuming that an hour is a realistic
13 estimate of the time involved in maintaining the uniform.

14 84. At all relevant times during the applicable limitations period, and in violation of the
15 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
16 compensate Plaintiff with minimum and/or overtime wages for all hours she worked as a result of
17 its failure to maintain employee uniforms or pay her a weekly maintenance allowance.

18 85. Plaintiff is informed and believes that, at all relevant times and in violation of the
19 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
20 compensate **Hourly Employee Class** members with minimum and/or overtime wages for all hours
21 they worked as a result of its failures to maintain employee uniforms or pay them a weekly
22 maintenance allowance.

23 86. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
24 **Employee Class** members all earned wages every pay period at the correct rates, including
25 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
26 **Hourly Employee Class** members to perform off-the-clock work.

27 87. As a result of Defendants’ unlawful conduct, Plaintiff and **Hourly Employee Class**
28 members have suffered damages in an amount subject to proof, to the extent they were not paid the
full amount of wages earned during each pay period during the applicable limitations period,

1 including overtime wages.

2 88. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
3 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
4 overtime wages, interest thereon, and costs of suit.

5 89. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
6 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Hourly**
7 **Employee Class** members, seeks to recover reasonable attorneys' fees.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE SICK PAY**

10 **(Lab. Code §§ 245, et seq.)**

11 **(Plaintiff and Sick Pay Class)**

12 90. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

13 91. Labor Code section 246(a)(1) states in pertinent part:

14 An employee who, on or after July 1, 2015, works in California for the same employer
15 for 30 or more days within a year from the commencement of employment is entitled
to paid sick days as specified in this section.

16 92. Labor Code section 246(b)(1) states in pertinent part:

17 An employee shall accrue paid sick days at the rate of not less than one hour per every
18 30 hours worked, beginning at the commencement of employment or the operate date
of this article, whichever is later, subject to the use and accrual limitations set forth in
this section.

19 93. Plaintiff is informed and believes and thereon alleges that, at all relevant
20 times, Defendants have maintained a policy and practice of not paying **Sick Pay Class** members
21 paid sick days as required by Labor Code § 245, *et sequitur* during their employment when **Sick**
22 **Pay Class** members were out due to covered reasons.

23 94. By reason of the above, Plaintiff and the members of the **Sick Pay Class** are
24 entitled to restitution for all unpaid amounts due and owing to within four years (4) of the date of
25 the filing of the Complaint until the date of entry of judgment.

26 95. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the
27 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
28 **Sick Pay Class** members, seeks to recover reasonable attorneys' fees.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code § 2802)**

4 **(Plaintiff and Expense Reimbursement Class)**

5 96. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 97. Labor Code section 2802(a) states:

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

10 98. At all relevant times during the applicable limitations period, Plaintiff and the
11 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
12 including but not limited to, usage of their personal cellphones.

13 99. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
14 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
15 discharge of their duties.

16 100. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
17 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
18 necessary business expenses incurred in the discharge of their duties.

19 101. At all relevant times during the applicable limitations period, Defendants required
20 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
21 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
22 **Reimbursement Class** members for all such expenditures.

23 102. Plaintiff is informed and believes that, during the applicable limitations period,
24 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
25 **Reimbursement Class** members for all necessary business expenses.

26 103. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
27 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
28 original Complaint and until the date of entry of judgment.

1 104. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks
2 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
3 Code of Civil Procedure § 1021.5.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

6 **(Lab. Code § 226)**

7 **(Plaintiff and Wage Statement Penalties Sub-Class)**

8 105. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

9 106. Labor Code § 226(a) states:

10 An employer, semimonthly or at the time of each payment of wages, shall furnish to
11 his or her employee, either as a detachable part of the check, draft, or voucher paying
12 the employee's wages, or separately if wages are paid by personal check or cash, an
13 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
14 worked by the employee, except as provided in subdivision (j), (3) the number of
15 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
16 rate basis, (4) all deductions, provided that all deductions made on written orders of
17 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
18 inclusive dates of the period for which the employee is paid, (7) the name of the
19 employee and only the last four digits of his or her social security number or an
20 employee identification number other than a social security number, (8) the name and
21 address of the legal entity that is the employer and, if the employer is a farm labor
22 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
23 legal entity that secured the services of the employer, and (9) all applicable hourly
24 rates in effect during the pay period and the corresponding number of hours worked
25 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
26 temporary services employer as defined in Section 201.3, the rate of pay and the total
27 hours worked for each temporary services assignment. The deductions made from
28 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. For purposes of
this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
employee or a computer-generated record that accurately shows all of the information
required by this subdivision.

107. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
the "detachable part of the check" provision and the "accurate itemized statement in writing"
provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
employee retains the right to elect to receive a written paper stub or record and that those who are
provided with electronic wage statements retain the ability to easily access the information and
convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion

1 Letter July 6, 2006.)

2 108. Plaintiff is informed and believes that, at all relevant times during the applicable
3 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
4 members with written wage statements as described above.

5 109. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
6 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
7 that Defendants had the ability to provide them with accurate wage statements but had intentionally
8 provided them with written wage statements that Defendants knew do not comply with Labor Code
9 § 226(a).

10 110. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
11 in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
12 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
13 and wages earned. In addition, inaccurate information on their wage statements have prevented
14 immediate challenges to Defendants' unlawful pay practices, has required discovery and
15 mathematical computations to determine the amount of wages owed, has caused difficulty and
16 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
17 inaccurate information about wages and deductions to federal and state government agencies.

18 111. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of herself and **Wage Statement**
19 **Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars (\$50.00) for the
20 initial pay period in which a violation of Labor Code section 226(a) occurred and one hundred
21 dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code § 226(a)
22 occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class member.

23 112. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
24 the common fund doctrine, Plaintiff, on behalf of herself and **Wage Statement Penalties Sub-**
25 **Class** members, seek awards of reasonable attorneys' fees and costs.

26 ///

27 ///

28 ///

FAILURE TO TIMELY PAY ALL FINAL WAGES

(Lab. Code §§ 201–203)

(Plaintiff and Waiting Time Penalties Sub-Class)

113. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

114. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have been entitled, upon the end of their employment with Defendants, to timely payment of all wages earned and unpaid before termination or resignation.

115. At all relevant times, pursuant to Labor Code § 201, employees who have been discharged have been entitled to payment of all final wages immediately upon termination.

116. At all relevant times, pursuant to Labor Code § 202, employees who have resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages at the time of resignation.

117. At all relevant times, pursuant to Labor Code § 202, employees who have resigned after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages within seventy-two (72) hours' of giving notice of resignation.

118. During the applicable limitations period, Defendants failed to pay Plaintiff all of her final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

119. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class** members all of their final wages in accordance with the Labor Code.

120. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code §§ 201 or 202 by failing to timely pay them all final wages.

121. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201

1 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
2 requirements.

3 122. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of herself and **Waiting**
4 **Time Penalties Sub-Class** members, seeks waiting time penalties from the respective dates that
5 their final wages had first become due until paid, up to a maximum of thirty days, and interest
6 thereon.

7 123. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
8 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time**
9 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

10 **EIGHTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES WITHOUT DISCOUNT**

12 **(Lab. Code § 212)**

13 **(Plaintiff and Pay Card Class)**

14 124. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

15 125. At all relevant times, Plaintiff and the **Pay Card Class** members have been entitled
16 to the protections of Labor Code § 212 which states:

17 (a) No person, or agent or officer thereof, shall issue in payment of wages due, or to
18 become due, or as an advance on wages to be earned:

19 (1) Any order, check, draft, note, memorandum, or other acknowledgment of
20 indebtedness, unless it is negotiable and payable in cash, on demand, without
21 discount, at some established place of business in the state, the name and
22 address of which must appear on the instrument, and at the time of its issuance
23 and for a reasonable time thereafter, which must be at least 30 days, the maker
24 or drawer has sufficient funds in, or credit, arrangement, or understanding with
25 the drawee for its payment.

26 (2) Any scrip, coupon, cards, or other thing redeemable, in merchandise or
27 purporting to be payable or redeemable otherwise than in money.

28 126. Defendants violated the Labor Code § 212 by issuing wages due in a non-negotiable
manner that was not payable in cash at some place of business in the state without discount.

127. At times during her employment, Defendants paid Plaintiff wages on a "pay card" or
preloaded debit card. Plaintiff incurred fees when attempting to use the pay card at various business
in California. Plaintiff incurred fees when attempting to cash the pay card.

128. Plaintiff was not given an itemized wage statement when paid with a pay card.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200 *et seq.*)

(Plaintiff and UCL Class)

129. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

130. Business and Professions Code § 17200 defines “unfair competition” to include any unlawful business practice.

131. Business and Professions Code §§ 17203–17204 allow a person who has lost money or property as a result of unfair competition to bring a class action in accordance with Code of Civil Procedure § 382 to recover money or property that may have been acquired from similarly situated persons by means of unfair competition.

132. California law requires employers to pay hourly, non-exempt employees for all hours they are permitted or suffered to work, including hours that the employer knows or reasonably should know that employees have worked.

133. Plaintiff, on behalf of herself and the **UCL Class** members, re-alleges and incorporates the FIRST, SECOND, THIRD, FOURTH, and FIFTH causes of action herein.

134. Plaintiff lost money and/or property as a result of the aforementioned unfair competition.

135. Defendants have or may have acquired money by means of unfair competition.

136. Plaintiff is informed and believes and thereupon alleges that, by committing the Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216, 225, 226.6, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by violating the Labor Code as alleged herein.

137. Defendants have committed criminal conduct through their policies and practices of, *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five or more hours, by failing to pay non-exempt employees for all hours worked, by

1 failing to pay employees for sick time they were legally entitled to, and by failing to reimburse them
2 for all expenses.

3 138. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
4 employees and entitled to the full protections of both the Labor Code and the applicable Wage
5 Order.

6 139. Defendants' unlawful conduct as alleged in this Complaint amounts to and
7 constitutes unfair competition within the meaning of Business and Professions Code section 17200
8 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
9 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
10 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of herself and on
11 behalf of similarly situated persons in a class-action proceeding.

12 140. As a result of Defendants' violations of the Labor Code during the applicable
13 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
14 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
15 conduct.

16 141. Plaintiff is informed and believes that other similarly situated persons have been
17 subject to the same unlawful policies or practices of Defendants.

18 142. Due to the unfair and unlawful business practices in violation of the Labor Code,
19 Defendants have gained a competitive advantage over other comparable companies doing business
20 in the State of California that comply with their legal obligations.

21 143. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
22 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
23 that violates, or is considered unlawful under, any other state or federal law.

24 144. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
25 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
26 Defendants, and each of them, and their agents and employees, from further violations of the Labor
27 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
28 order permanently enjoining Defendants, and each of them, and their respective agents and

1 employees, from further violations of the Labor Code and applicable Industrial Welfare
2 Commission Wage Orders.

3 145. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of herself
4 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
5 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
6 business practices.

7 146. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
8 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
9 attorneys' fees in connection with their unfair competition claims.

10 **TENTH CAUSE OF ACTION**

11 **CIVIL PENALTIES**

12 **(Lab. Code §§ 2698 *et seq.*)**

13 147. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

14 148. During the applicable limitations period, Defendants have violated Labor Code §§
15 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

16 149. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
17 herself and other current and former employees, to bring a representative civil action to recover
18 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
19 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

20 150. Plaintiff, a former employee against whom Defendants committed one or more of the
21 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
22 within the meaning of Labor Code § 2699(c).

23 151. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
24 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
25 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
26 intent to investigate.

27 152. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
28 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 510,

1 512, 1194, 1197, 1198 and 2802:

- 2 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
3 2802, one hundred dollars (\$100) for each employee per pay period for each
4 initial violation and two hundred dollars (\$200) for each employee per pay
5 period for each subsequent violation (penalties set by Labor Code §
6 2699(f)(2));
- 7 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
8 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 9 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional,
11 two hundred dollars (\$200) for each employee, plus 25% of the amount
12 unlawfully withheld from each employee, for each initial violation that was
13 either willful or intentional, and two hundred dollars (\$200) for each
14 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
15 from each employee, for each subsequent violation, regardless of whether the
16 subsequent violation was either willful or intentional (penalties set by Labor
17 Code § 210);
- 18 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
19 employee for each initial violation that was neither willful nor intentional,
20 two hundred dollars (\$200) for each employee, plus twenty-five percent
21 (25%) of the amount unlawfully withheld from each employee, for each
22 initial violation that was either willful or intentional, and two hundred dollars
23 (\$200) for each employee, plus twenty-five percent (25%) of the amount
24 unlawfully withheld from each employee, for each subsequent violation,
25 regardless of whether the subsequent violation was either willful or
26 intentional (penalties set by Labor Code § 225.5);
- 27 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
28 citation, two hundred and fifty dollars (\$250) for each employee for each

violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general public, prays for relief and judgment against Defendants as follows:

- (1) An order that the action be certified as a class action;
- (2) An order that Plaintiff be appointed class representative;
- (3) An order that counsel for Plaintiff be appointed class counsel;
- (4) Unpaid wages;
- (5) Actual damages;
- (6) Liquidated damages;
- (7) Restitution;
- (8) Declaratory relief;

- 1 (9) Pre-judgment interest;
2 (10) Statutory penalties;
3 (11) Civil penalties;
4 (12) Costs of suit;
5 (13) Reasonable attorneys' fees; and
6 (14) Such other relief as the Court deems just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby
9 demands a jury trial on all issues so triable.

10
11 Dated: February 16, 2023

SETAREH LAW GROUP

12
13 

14 SHAUN SETAREH
15 THOMAS SEGAL
16 TYSON GIBB
Attorneys for Plaintiff
CHRISTINA ROMERO

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in the County of Los Angeles, State
3 of California. I am over the age of 18 and not a party to the within action. My business address
4 is 9665 Wilshire Blvd., Suite 430 Beverly Hills, CA 90212.

5 On February 17, 2023, I served the foregoing documents described as:

6 **COMPLAINT**

7 in this action by transmitting a true copy thereof addressed as follows:

8 Tritia M. Murata
9 TMurata@mofo.com
10 Lauren Leibovitch
11 LLeibovitch@mofo.com
12 MORRISON FOERSTER
13 707 Wilshire Boulevard, Suite 6000
14 Los Angeles, CA 90017-3543
15 **Counsel for Defendant McDonald's**
16 **Restaurant of California, Inc.**

15 **[X] BY MAIL**

16 I am readily familiar with the practice of Setareh Law Group for the collection and
17 processing of correspondence for mailing with the United States Postal Service. It is the
18 practice that correspondence is deposited with United States Postal Service the same day it is
19 submitted for mailing with postage thereon fully prepaid at Beverly Hills, California. I am
20 aware that on motion of the party served, service is presumed invalid if postal cancellation date
21 or postage meter date is more than one day after date of deposit for mailing in affidavit.

20 **[X] BY E-MAIL OR ELECTRONIC TRANSMISSION**

21 Based on a Court order or on an agreement by the parties to accept service by e-mail or
22 electronic transmission, I caused the document(s) described above to be sent to the person(s)
23 listed at the address listed above. I did not receive, within a reasonable time after the
24 transmission, any electronic message or other indication that the transmission was unsuccessful.

24 **[X] STATE** I declare under penalty of perjury under the laws of the State of California that
25 the above is true and correct.

26 Executed on February 17, 2023, at Beverly Hills, California.

27 /s/ Wendy Sarabia

28 Wendy Sarabia