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By: T. Dyer Deputy

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ANTHANIQUE JU NEE BROWN

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

ANTHANIQUE JU NEE BROWN, an
individual, on her own behalf and on
behalf of all others similarly situated,

Plaintiffs,

vs.

ADVANCE KIDS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25CV017848

CLASS ACTION COMPLAINT FOR:

- 1. FAILURE TO PAY PREMIUM
OVERTIME/DOUBLE TIME WAGES
DUE (Cal. Labor Code §§ 510, 511, 558,
1194, 1198; IWC WAGE ORDER NO. 5);**
- 2. FAILURE TO PAY MINIMUM WAGES
(Cal. Labor Code §§1194, 1194.2, 1997,
1197.1, 1198; IWC WAGE ORDER NO.
5);**
- 3. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS (Cal. Labor Code
§§ 226.7, 512; IWC WAGE ORDER NO.
5);**
- 4. FAILURE TO PROVIDE TIMELY OFF
DUTY REST PERIODS (Cal. Labor Code
§§ 226.7, 512; IWC WAGE ORDER NO.
5);**
- 5. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS (Cal. Labor Code
§226);**
- 6. FAILURE TO PAY WAGES DUE ON
TERMINATION (Cal. Labor Code §§ 201-
203);**
- 7. FAILURE TO ALL SICK LEAVE WAGES
WHEN DUE (Cal. Labor Code §§201-204,
218, 218.5, 233, 245, 246 et seq.);**

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8. **FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS** (Cal. *Labor
Code* §1198.5); and
9. **UNFAIR COMPETITION** (Cal. *Bus. & Prof.
Code* §§17200 *et seq.*)

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein and her counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

ANTHANIQUE JU NEE BROWN (“Plaintiff”) alleges the following:

1. This is a class action brought under California law by an individual who was employed by Advance Kids, Inc. (“AK” or “Defendant”) (along with DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of herself and others similarly situated to recover wages from Defendant due to Defendant’s systematic failure to pay overtime/double time wages, failure to pay minimum wages, failure to provide meal/rest breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure to pay all wages on termination, failure to pay sick pay and failure to allow inspection of employment records.

2. Plaintiffs have worked as employees at Defendant’s group homes for autistic children in California. While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions created by Defendant’s efforts to maximize profits and tightly control labor costs.

3. Plaintiff, like her co-workers whom Defendant also employed during the applicable limitations period, spend their workdays at Defendant’s group homes in California, under illegal and highly regimented circumstances. That regimen results from Defendant’s

insistence to strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay overtime/double time, failing to pay minimum wages, refusing to provide timely meal/rest periods, not paying the required extra hour for missed meal/rest breaks, failing to issue accurate wage statements, failing to pay all wages on termination, failing to pay sick leave, failing to allow inspection of employment records, and by using other unlawful stratagems to ensure that labor costs remain artificially low.

4. Plaintiff brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to, premium overtime/double time wages, minimum wages, late meal/rest break wages, penalties for failure to provide accurate itemized wage statements, wages and penalties for failure to issue all wages on termination, damages and penalties for failure to pay sick leave, penalties for failure to allow inspection of employment records and interest, attorneys' fees, costs, and expenses.

5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for herself and all members of the class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

6. Plaintiff also brings an action seeking relief for Defendant's violations of California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this Complaint under Code of Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business & Professions Code* §§ 17200 *et seq.* Plaintiff Athanique Ju nee Brown brings this Complaint on her own behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

8. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified

1 herein, occurred in the County of Sacramento and because Defendant owned and operated its
2 business in the County of Sacramento.

3 **PAGA NOTICE**

4 9. Pursuant to the California Labor Code, on or about July 28, 2025, Plaintiff filed
5 a notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue
6 claims against Defendant under the Private Attorney General Act (PAGA). As such, Plaintiff
7 further reserves the right to amend this Complaint once she completes and complies with the
8 provisions under the law.

9 **THE PARTIES**

10 **PLAINTIFF**

11 10. At all times relevant hereto, Plaintiff was:

- 12 (a) An individual over age 18 and a resident of Sacramento, California;
- 13 (b) Employed as an hourly employee for Defendant in California;
- 14 (c) Did not receive overtime/double time compensation required by *Labor*
15 *Code* §§510, 511, 558, 1194, 1198 and IWC Wage Order No. 5;
- 16 (d) Did not receive minimum wages in violation of *Labor Code* §§1194,
17 1194.2, 1997, 1197.1, 1198 and IWC Wage Order No. 5;
- 18 (e) Did not receive the meal/rest periods required by *Labor Code* §266.7 and
19 IWC Wage Order No. 5;
- 20 (f) Did not receive accurate wage statements as mandated by *Labor Code*
21 §226;
- 22 (g) Was not paid all wages owed on termination as mandated by *Labor Code*
23 §§ 201-203;
- 24 (h) Was not provided sick leave wages when due in violation of *Labor Code*
25 §§201-204, 218, 218.5, 233, 245, 246 et seq.; and
- 26 (i) Was not provided her personnel records. Each of these was a violation of
27 the *Labor Code*.

1 **DEFENDANT**

2 11. Plaintiff is informed and believes, and based on that information and belief,
3 alleges, Defendant AK is, and at all times mentioned herein was:

- 4 (a) A California corporation, with a principal place of business at 9755
5 Lincoln Village Drive, Sacramento, CA 95673. Defendant has been
6 authorized to do business and has been doing business in the County of
7 Sacramento;
- 8 (b) The former employer of Plaintiff and the current and former employer of
9 the putative Class members;
- 10 (c) Paid Plaintiff and all Class members on an hourly basis;
- 11 (d) Failed to pay Plaintiff and all putative Class members premium
12 overtime/double time wages;
- 13 (e) Failed to pay Plaintiff and all putative Class members minimum wages;
- 14 (f) Failed to provide Plaintiff and all putative Class members with meal/rest
15 periods and failed to provide Plaintiff and all putative Class members
16 with accurate itemized wage statements;
- 17 (g) Failed to pay Plaintiff and all putative Class members wages owed on
18 termination and/or resignation;
- 19 (h) Failed to provide sick pay for Plaintiff and all putative Class members;
20 and
- 21 (i) Failed to provide Plaintiff and all putative Class members their personnel
22 records. Each of these was a violation of the *Labor Code*.

23 12. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
25 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
26 *Civil Procedure* § 474. Plaintiff will seek leave to amend her Complaint to allege the true
27 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.
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1 13. Plaintiff is informed and believes, and based on that information and belief
2 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
3 reside in or are authorized to do, or are otherwise doing, business in the State of California.
4 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
5 conduct business in the County of Sacramento. Each of the Defendants DOES 1 through 100
6 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
7 alter ego and/or representative of one or more of the other Defendants named herein, and acting
8 with permission, authorization, and/or ratification and consent of the other Defendants.

9 14. Plaintiff is informed and believes, and based on that information and belief
10 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
11 inclusive, are responsible in some manner for one or more of the events and happenings that
12 proximately caused the injuries and damages hereinafter alleged.

13 15. Plaintiff is informed and believes, and based on that information and belief
14 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
15 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
16 the other Defendants and that each Defendant was acting within the course and scope of his,
17 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
18 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
19 Class, for the damages sustained as a proximate result of their conduct.

20 16. Plaintiff is informed and believes, and based on that information and belief
21 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
22 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
23 themselves and entered into a combination and systemized campaign of activity to *inter alia*
24 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
25 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
26 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
27 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
28 belief, and to all appearances, Defendants, and each of them, represented a unified body so that

1 the actions of one Defendant was accomplished in concert with, and with the knowledge,
2 ratification, authorization and approval of each of the other Defendants.

3 **CLASS ALLEGATIONS**

4 **A. The Definition of the Class**

5 17. The Class (“the Class”) is defined as follows:

6 (a) “All current and former employees who were hourly paid employees of
7 Defendant and worked for Defendant in California at any time during the period
8 commencing on the date that is four (4) years prior to the filing of this
9 Complaint and continuing through the present date (the “Class Period”).”

10 (b) “All persons who were hourly paid employees of Defendant and worked for
11 Defendant in California and left the employ of Defendant at any time during the
12 period commencing on the date that is within one (1) year prior to the filing of
13 this Complaint and continuing through the present date (the “Class Period”).”

14 Plaintiff reserves her right under Rule 3.765 of the California Rules of Court to
15 amend or modify the Class description with greater specificity or further
16 division into subclasses or limitation to particular issues.

17 **B. Maintenance of the Action**

18 18. Plaintiff brings this action individually and on behalf of herself and as
19 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
20 and 17204 and *Code of Civil Procedure* § 382.

21 **C. The Class Requisites**

22 19. At all material times, Plaintiff was a member of the Class.

23 20. The Class action meets the statutory prerequisites for maintaining a class action
24 under Code of Civil Procedure § 382 in that:

25 (a) The persons who comprise the Class are so numerous that the joinder of all
26 those persons is impracticable and the disposition of their claims as a Class
27 will benefit the parties and the Court;
28

- 1 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
2 that are raised in this Complaint are common to the Class and will apply
3 uniformly to every Class member;
- 4 (c) The claims of the representative Plaintiff are typical of the claims of each
5 Class member. Plaintiff, like all Class members, has sustained damages
6 arising from Defendant's violations of the laws of the State of California.
7 Plaintiff, and the Class members, were and are similarly or identically
8 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
9 pattern of misconduct engaged in by the Defendant;
- 10 (d) The representative Plaintiff has, and will continue to, fairly and adequately
11 represent and protect the interests of the Class and has retained counsel
12 who are competent and experienced in class action litigation. There are no
13 material conflicts between the claims of the representative Plaintiff and the
14 Class members that would make class certification inappropriate. Counsel
15 for the Class will vigorously assert the claims of all Class members.

16 21. The persons who comprise the Class are so numerous that joining all of them is
17 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
18 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
19 will fairly and adequately protect the interests of the Class she seeks to represent. Plaintiff does
20 not have any interests that are antagonistic to the Class she seeks to represent. Counsel for
21 Plaintiff are experienced, qualified and generally able to conduct complex class action
22 litigation.

23 22. The Court should permit the action to be maintained as a class action under
24 *Code of Civil Procedure* § 382 because:

- 25 (a) The questions of law and fact common to the Class predominate over any
26 question affecting only individual members:
- 27 (b) A class action is superior to any other available method for fairly and
28 efficiently adjudicating the claims of the Class;

- 1 (c) The Class members are so numerous that it is impractical to bring all of
2 them before the Court;
- 3 (d) Plaintiff and other Class members will not be able to obtain effective and
4 economic legal redress unless the action is maintained as a class action;
- 5 (e) There is a community of interest in obtaining appropriate legal and
6 equitable relief for the statutory violations, and in obtaining adequate
7 compensation for the damages and injuries for which Defendant is
8 responsible in an amount sufficient to adequately compensate the Class
9 members;
- 10 (f) Without Class certification, the prosecution of separate actions by
11 individual Class members would create a risk of:
- 12 i. Inconsistent or varying adjudications for individual Class members
13 that would establish incompatible standards of conduct for
14 Defendant; and/or,
- 15 ii. Adjudication for individual Class members that would, as a
16 practical matter, dispose of other non-party members' interests, or
17 that would substantially impair or impede the non-parties' ability
18 to protect their interests, by, for example, potentially exhausting
19 the funds available from Defendant, and
- 20 (g) Defendant has acted or refused to act on grounds generally applicable to
21 the Classes, making final injunctive relief appropriate for the Class, as a
22 whole.

23 23. Plaintiff contemplates eventually issuing notice to the proposed Class Members
24 that would set forth the subject and nature of the action. The Defendant's own business records
25 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
26 any further notices may be required, Plaintiff would contemplate using additional media and/or
27 mailing.
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GENERAL ALLEGATIONS

24. At all times material hereto, Defendant has been and is, a corporation that operates group homes for children.

25. Plaintiff and members of the Class were employed as Direct Support Professionals and other non-exempt employees by Defendant in California at various times during the Class Period.

26. The employment by Defendant of the Class members, and each them, is governed by Industrial Welfare Commission Wage Order No. 5, which covers those persons employed in the public housekeeping industry.

THE CONDUCT

27. Plaintiff seeks relief from Defendant's uniform policies and practices of denying Plaintiff and members of the Class wages and compensation owed under California law.

28. Starting on or about September 3, 2024 and continuing to June 14, 2025, Defendant employed Plaintiff on an hourly basis as a Direct Support Professional at one of its group homes in California. Plaintiff monitored residents, took care of their needs, including bathing, feeding, changing clothes and assisting with bathroom use.

29. While employed by Defendant as a Direct Support Professional, Plaintiff was paid approximately \$21.00 per hour.

OFF THE CLOCK WORK

30. Employers must compensate non-exempt employees for "off-the-clock" work (before punching in or after punching out on a time clock) if the employers knew or should have known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal. 4th 575, 585.

31. Defendant required Plaintiff and the Class to regularly perform compensable tasks off-the-clock for which they did not receive any compensation. Specifically, at all times relevant, Plaintiff and Class members consistently worked hours for which they were not paid because Plaintiff and the Class members were required to engage in pre- shift activities while off the clock. Plaintiff and Class members were required to wait in line every day for between

1 3-4 minutes for time clocks to become available. Plaintiff and Class members were not
2 compensated for this off the clock work.

3 32. As a result, and because they improperly treated such off the clock work as non-
4 compensable, Defendant failed to compensate Plaintiff and the Class for such time.

5 **REGULAR RATE OF PAY**

6 33. California law uses the terms "compensation" and "pay" interchangeably and
7 requires that all applicable remuneration, including but not limited to, commissions, and/or
8 non-discretionary shift differentials/shift premiums and/or extra benefits, etc., be included
9 when calculating an employee's regular rate of pay.

10 34. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
11 should have known that Plaintiff and Class members were entitled to be paid at a regular rate
12 of pay, and corresponding overtime/double time rates of pay and sick pay, that included as
13 eligible income all income derived from all forms of compensation.

14 35. Defendant failed to properly pay and calculate overtime/double time wages and
15 sick pay due to excluding shift differentials/shift premiums from regular rate of pay
16 calculations. Such shift differentials/shift premiums are required under California law to be
17 included in an employee's regular rate of pay for overtime/double time wages and sick pay
18 calculations. Defendant failed to do so, thereby failing to pay employees their full wages as
19 required under the Labor Code.

20 36. Plaintiff and members of the Class received Weekend differentials that must be
21 included when calculating their regular rates of pay for purposes of overtime/double time and
22 sick pay. However, Defendant failed to correctly calculate Plaintiff and members of the
23 Class's regular rate of pay to include all applicable remuneration, including, but not limited to,
24 shift differentials, etc.

25 **FAILURE TO PAY OVERTIME/DOUBLE TIME WAGES**

26 37. Under California law, non-exempt employees as defined by Wage Order No. 5,
27 are entitled to premium wages for overtime worked. Under California law, an hourly paid
28 employee is entitled to overtime pay when they exceed eight hours of work in a single day,

1 exceed 40 hours of work in a week or work seven days in a row. Defendant was required to
2 compensate Plaintiff with premium pay for all double-time performed, for hours worked in
3 excess of twelve (12) hours per workday and for work in excess of eight hours on any seventh
4 day of a workweek.

5 38. During the Class Period, it was the practice and policy of Defendant to not
6 properly pay employees' overtime/double time. Plaintiff and Class members were not paid
7 overtime/double time because they were not paid for their off the clock work. Further,
8 Defendant failed to blend Weekend differentials when calculating Plaintiff and Class
9 members' regular rate in workweeks when they earned such pay and worked overtime/double
10 time. Monies for unpaid overtime/double time remain due and owing. As a result, Plaintiff and
11 Class members were not paid for all of the overtime/double time hours they worked.

12 **FAILURE TO PAY MINIMUM WAGES**

13 39. Under California law, non-exempt employees as defined by IWC Wage Order
14 No. 5 are entitled to minimum wages. Labor Code Section 1197 states the California
15 requirement that employees must be paid at least the minimum wage fixed by the Commission
16 or by any applicable state or local law, and any payment of less than the minimum wage is
17 unlawful. Similarly, Labor Code Section 1194 entitles "any employee receiving less than the
18 legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full
19 amount of this minimum wage." The applicable IWC Wage Order(s), including IWC Wage
20 Order No. 5-2001, obligates employers to pay each employee minimum wages for all hours
21 worked.

22 40. These minimum wage standards apply to each hour employees worked or were
23 subject to control by the employer for which they were not paid. Therefore, an employer's
24 failure to pay for any particular hour of time worked by an employee or subject to the
25 employer's control is unlawful, even if averaging an employee's total pay over all hours
26 worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v.*
27 *Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

1 41. Plaintiff and Class members were not afforded compliant meal/rest breaks and
2 were required to engage in off the clock activities. As a result, Defendant failed to pay
3 Plaintiff and Class members all minimum wages due.

4 42. At all times during the relevant time period, Plaintiff and the Class routinely
5 worked schedules such that they were due pay at minimum wage rates. During this period, it
6 was the practice and policy of Defendant to not pay employees' minimum wages. Monies for
7 unpaid minimum wages remain due and owing.

8 **FAILURE TO AFFORD COMPLIANT MEAL BREAKS**

9 43. Under California law, non-exempt employees as defined by Wage Order No. 5,
10 are entitled to premium wages for overtime worked, a 30-minute lunch period for each 5 hours
11 worked, or major fraction thereof. Non-exempt employees are entitled to one hour pay at their
12 regular pay rate for each day the requisite meal periods are not provided.

13 44. Plaintiff and Class members' meal breaks were routinely interrupted, restricted,
14 afforded late and/or not afforded. Plaintiff's manager, Scott, told her that she and other Class
15 members were not permitted to leave the premises during their meal breaks.

16 45. Defendant's policies and procedures were applied to all non-exempt employees
17 in California and resulted in non-exempt employees working time which was not compensated
18 by any wages in violation of Labor Code sections 510, 1194 and Wage Order No. 5. As a
19 result, Defendant owes wages at the legal overtime rate for unpaid overtime to each of their
20 California non-exempt employees whose daily hours were reduced even though their meals
21 periods were not properly afforded.

22 **REST PERIODS NOT PROPERLY AFFORDED**

23 46. Plaintiff and Class members rest breaks were interrupted, restricted and/or not
24 afforded. As a result, rest breaks were on duty. Plaintiff's manager, Scott, told her and Class
25 members that they were not allowed to leave the premises during their rest breaks.

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FAILURE TO ISSUE ACCURATE WAGE STATEMENTS

47. As a result of Defendant's failure to pay employees at required overtime/double time rates, minimum wages and premium pay for meal/rest breaks not afforded, the wage statements issued to the employees did not comply with *Labor Code* §226 and the California Industrial Welfare Commission ("IWC") Wage Order No. 5 in that they did not accurately reflect all wages earned and due and owing.

FAILURE TO PAY WAGES ON TERMINATION

48. As a further result of Defendant's failure to pay employees at required overtime/double time rates, minimum wages, afford proper meal/rest breaks, when the employees left their employ, they were not timely paid all wages due them, as required by Labor Code §§ 201, 202 and IWC Wage Order No. 5.

FAILURE TO PROPERLY PAY SICK PAY WAGES

49. Defendant failed to provide Plaintiff and Class sick pay wages. Plaintiff was only paid 8 hours of sick pay for missing a day of work, instead of paying Plaintiff her "average" shift for the week, which was over 8 hours since Plaintiff routinely worked double shifts.

FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS

50. Defendant failed to allow Plaintiff and Class members to timely inspect their records and payroll files.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME/DOUBLE TIME

(Labor Code §§510, 511 558, 1194, 1198 and IWC Wage Order No. 5 by Plaintiff Against Defendant and Does 1-100)

51. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

52. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab. Code §§510, 1194, and 1198, and IWC Wage Order No. 5, Defendant was required to compensate Plaintiff and Class members with premium pay for all overtime work performed,

1 for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for
2 the first eight (8) hours on the seventh (7th) consecutive day of any work week. Defendant was
3 required to compensate Plaintiff and Class members with premium pay for all double-time
4 performed, for hours worked in excess of twelve (12) hours per workday and for work in
5 excess of eight hours on any seventh day of a workweek.

6 53. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
7 who had not been paid overtime/double time compensation could recover the unpaid balance of
8 the full amount of overtime/double time wages due, including interest thereon, together with
9 reasonable attorneys' fees and costs of suit.

10 54. Pursuant to IWC Wage Order No. 5, § 3, "Employment beyond eight (8) hours
11 in any workday is permissible provided the employee is compensated for such overtime at not
12 less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
13 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday..."

14 55. California Labor Code section 558 provides in pertinent part:

15 (a) Any employer or other person acting on behalf of an employer who
16 violates, or causes to be violated, a section of this chapter or any
17 provision regulating hours and days of work in any order of the
18 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

19 (1) For any initial violation, fifty dollars (\$50) for each underpaid
20 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

21 (2) For each subsequent violation, one hundred dollars (\$100) for each
22 underpaid employee for each pay period for which the employee was
23 underpaid in addition to an amount sufficient to recover underpaid
wages.

24 (3) Wages recovered pursuant to this section shall be paid to the affected
25 employee...

26 (c) The civil penalties provided for in this section are in addition to any
27 other civil or criminal penalty provided by law.
28

1 56. Throughout Plaintiff's and Class members' employment, Plaintiff and Class
2 members worked overtime/double time hours and were not fully paid overtime/double time
3 pay.

4 57. As alleged above, Defendant required Plaintiff and the Class to regularly
5 perform compensable tasks pre-shift off-the-clock for which they did not receive any
6 compensation.

7 58. California law also requires that any compensation, including a Weekend
8 differential be included in the regular rate of pay. Defendant failed to blend Weekend
9 differentials when calculating Plaintiff and Class members' regular rate in workweeks when
10 they earned such pay and worked overtime/double time. As such, Plaintiff and Class members
11 were paid at an overtime/double time rate less than the rate required under California law.

12 59. Plaintiff's paystubs dated 1/24/2025, 2/10/2025, 3/25/2025, 4/10/2025 and
13 4/25/2025, show Plaintiff was paid "Weekend differential 1", "Weekend differential 2" and/or
14 "Weekend differential 3" of \$2.50, \$2.50, \$1.00, respectively, (incorporated into the base rate)
15 at the same time as Overtime, paid at exactly 1.5 times Plaintiff's base rate. Thus, the
16 Weekend differentials were not incorporated into the Overtime rate. Additionally, "Weekend
17 diff Overtime 1", "Weekend diff Overtime 2", and/or "Weekend diff Overtime 3" items were
18 paid for the part of Overtime hours. Thus, differentials applied only to hours worked on such
19 weekend shifts, and regular rate was not paid for overtime hours worked on non-weekend
20 shifts.

21 60. Further, Plaintiff's paystubs dated 12/24/2024, 1/10/2025 and 2/10/2025, show
22 Plaintiff was paid "Weekend differential 1", "Weekend differential 2" and/or "Weekend
23 differential 3" of \$2.50, \$2.50, \$1.00, respectively, (incorporated into the base rate) at the
24 same time as Double Time, paid at exactly 2.0 times Plaintiff's base rate. Thus, the Weekend
25 differentials were not incorporated into the Double Time rate. Additionally, Plaintiff's
26 paystubs dated 12/10/2024, 1/24/2025, 2/10/2025, 3/25/2025 and 4/10/2025 show that
27 "Weekend diff Double Time 1", "Weekend diff Double Time 2", and/or "Weekend diff
28 Double Time 3" items were paid for the part of Double Time hours. Thus, differentials applied

1 only to hours worked on such weekend shifts, and regular rate was not paid for overtime hours
2 worked on non-weekend shifts.

3 61. The foregoing overtime/double time compensation is owed and unpaid. As a
4 direct and proximate result of Defendant's failure and refusal to pay overtime/double time,
5 Plaintiff and Class members suffered damages in an amount to be proven at trial.

6 62. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
7 counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover
8 Plaintiff's attorneys' fees, costs and interest.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES**

11 **(IWC Wage Order No. 5; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiff**
12 **Against Defendant and Does 1 through 100)**

13 63. Plaintiff and the Class reallege and incorporate by reference all of the allegations
14 set forth in this Complaint.

15 64. Labor Code §§ 1194(a) states: "Notwithstanding any agreement to work for a
16 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
17 compensation applicable to the employee is entitled to recover in a civil action the unpaid
18 balance of the full amount of this minimum wage or overtime compensation, including interest
19 thereon, reasonable attorney's fees, and costs of suit."

20 65. *Labor Code* § 1197 states the California requirement that employees must be
21 paid at least the minimum wage fixed by the Commission, and any payment of less than the
22 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving
23 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
24 the full amount of this minimum wage." IWC Wage Order No. 5-2001 also obligates
25 employers to pay each employee minimum wages for all hours worked. These minimum wage
26 standards apply to each hour employees worked for which they were not paid. Therefore, an
27 employer's failure to pay for any particular hour of time worked by an employee is unlawful,
28 even if averaging an employee's total pay over all hours worked, paid or not, results in an

1 average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314,
2 324 (2005).

3 66. Pursuant to IWC Wage Order No. 5, Defendant is required to pay the members of
4 the Class for all hours worked, meaning the time during which an employee is subject to the
5 control of an employer, including all the time the employee is suffered or permitted to work,
6 whether or not required to do so.

7 67. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work
8 and the standard conditions of labor fixed by the commission shall be the maximum hours of
9 work and the standard conditions of labor for employees. The employment of any employee for
10 longer hours than those fixed by the order or under conditions of labor prohibited by the order
11 is unlawful.”

12 68. Defendant failed to satisfy minimum wage requirements because they failed to
13 afford compliant meal/rest breaks to Plaintiff and Class members in violation of *Labor Code* §§
14 1197, 1198 and IWC Wage Order No. 5.

15 69. Defendant’s pattern, practice and uniform administration of corporate policy
16 regarding illegal employee compensation as described herein is unlawful and creates an
17 entitlement, pursuant to *Labor Code* § 218, to recovery by Plaintiff and the members of the
18 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
19 the appropriate rate.

20 70. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
21 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
22 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
23 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
24 the time associated with the overtime for which they received no compensation. *See Sillah v.*
25 *Command Int’l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
26 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
27 showed they were paid less than minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*,
28 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

71. Plaintiff and the other Class members suffered and continue to suffer losses related to the use and enjoyment of compensation due and owing to them as a direct result of Defendant's unlawful acts and Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

72. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS

(IWC Wage Order No. 5; Labor Code §§ 226.7, 512 By Plaintiff Against Defendant and Does 1 through 100)

73. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

74. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

75. California Labor Code §1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

76. Wage Order No. 5 provides, in relevant part: "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 the employee."

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1 77. IWC Wage Order No. 5, section (11)(c) further provides, in relevant part:
2 "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period
3 shall be considered an 'on duty' meal period and counted as time worked."

4 78. Section 512(a) of the California Labor Code provides, in relevant part, that:

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

12 79. The Labor Code and Wage Order No. 5 provisions cited above require
13 California employers to provide employees with off-duty 30-minute meal periods on or before
14 the fifth hour of their shifts. To satisfy this obligation, California employers must: (1) make
15 employees aware of their right to off-duty 30-minute meal periods before the fifth hour of their
16 shifts, and (2) ensure that employees are actually free of job duties for thirty minutes per day on
17 or before the fifth hour of their shifts.

18 80. As alleged herein, Defendant failed to relieve employees of duties for meal
19 breaks throughout the Class Period. Plaintiff and the members of the Class's meal periods
20 were not compliant since their meal breaks were interrupted, restricted, afforded late and/or
21 not afforded. Further, Plaintiff was not afforded compliant second meal breaks. Plaintiff
22 worked 16-hour shifts approximately 3 times per week. Plaintiff and Class members were
23 required to carry a work cell phone and Tablet/iPad during work hours and to keep those items
24 on during meal breaks and be on call and on duty on the work cell phone and Tablet/iPad
25 during meal breaks in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257,
26 270-273 (2016) (holding that on-duty rest breaks violate California law).

27 81. Under California law, employers must also record their employees' meal
28 periods: "Every employer shall keep accurate information with respect to each employee,

1 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
2 operations cease ... need not be recorded." IWC Wage Order No. 5, § (7)(A)(3). Where the
3 employer has failed to keep records required by statute, the consequences of such failure should
4 fall on the employer, not the employee. In such a situation, imprecise evidence by the employee
5 can provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
6 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
7 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
8 known its employees were regularly not being afforded compliant meal periods during the
9 Class Period.

10 82. Plaintiff and Class members did not record the start and end times of their meal
11 periods in violation of *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58. Meal break time
12 was not deducted from the hours worked; Plaintiff's shifts were precisely 8 hours each, with 8
13 hours paid or 16 hours on double shifts.

14 83. Defendant has a policy or practice of failing to ensure that Plaintiff and
15 members of the class take off duty meal periods required by California Labor Code §226.7 and
16 Wage Order No. 5, §11.

17 84. By their actions in failing to afford Plaintiff and Class members compliant meal
18 periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of Wage Order No. 5 in
19 the amount of one additional hour of pay at the employee's regular rate of compensation for
20 each work period during each day in which Defendant failed to provide employees with
21 statutory timely off-duty meal periods.

22 85. Defendant also has a policy or practice of failing to pay each of their employees
23 who was provided with an on-duty meal period an additional one hour of compensation at each
24 employee's regular rate of pay.

25 86. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
26 bring a private right of action to recover wages due based on the deprivation of timely meal
27 periods under Cal. Labor Code § 226.7(b).

28

1 87. As a direct and proximate result of Defendant's unlawful conduct as alleged
2 herein, Plaintiff and members of the Class have sustained economic damages, including but not
3 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
4 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
5 relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 5.

6 **FOURTH CAUSE OF ACTION**

7 **FOR FAILURE TO PROVIDE TIMELY OFF-DUTY REST PERIODS**

8 **(IWC Wage Order No. 5; Labor Code §§ 226.7, 512 By Plaintiff Against Defendant and**
9 **Does 1 through 100)**

10 88. Plaintiff and the Class reallege and incorporate by reference all of the allegations
11 set forth in this Complaint.

12 89. Labor Code § 226.7 and Wage Order No. 5 provide that employers shall
13 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
14 per four hours of work, or major fraction thereof.

15 90. Labor Code § 226.7 and IWC Wage Order No. 5 provide that if an employer
16 fails to provide an employee with rest periods in accordance with those provisions, the
17 employer shall pay the employee one hour of pay at the employee's regular rate of
18 compensation for each workday that the rest periods were not so provided.

19 91. At all times relevant hereto, Plaintiff and members of the Class have worked 8
20 hours daily.

21 92. At all times relevant hereto, Defendant failed to provide rest periods as required
22 by Labor Code § 226.7 and Wage Order No. 5. Plaintiff and Class members' rest breaks were
23 routinely not afforded, restricted and/or interrupted. Additionally, on days when Plaintiff
24 worked 16 or more hours, she was not afforded second and third rest breaks. Plaintiff worked
25 16-hour shifts approximately 3 times per week. Plaintiff and Class members were required to
26 carry a work cell phone and Tablet/iPad during work hours and to keep those items on during
27 rest breaks and be on call and on duty on the work cell phone and Tablet/iPad during rest
28

breaks in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 270-273 (2016) (holding that on-duty rest breaks violate California law).

93. Defendant has intentionally and improperly denied compliant rest periods to Plaintiff and the Class in violation of Labor Code § 226.7 and Wage Order No. 5. As a result, all rest breaks were on duty.

94. By virtue of Defendant's unlawful failure to provide compliant rest periods to the Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

FIFTH CAUSE OF ACTION

FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE

ITEMIZED STATEMENTS

(Labor Code §226 By Plaintiff Against Defendant and Does 1 through 100)

95. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

96. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff and the Class.

97. Pursuant to California Labor Code sections 226 and 1174, and Wage Order No. 5, section 7, Defendant is required to maintain and provide accurate records relating to employee compensation including all formulas and production records used to calculate wages due.

98. Defendant is further required to provide, *inter alia*, semimonthly or at the time of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2) all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which the employee is being paid; (5) the name of the employee; and (6) the name and address of the legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

99. Section 226(e) provides that an employee is entitled to recover \$50 for the initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,

1 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods
2 in which the employer knowingly and intentionally failed to provide accurate itemized
3 statements to the employee causing the employee to suffer injury.

4 100. Notwithstanding these provisions. Defendant has engaged in a uniform practice
5 of refusing to maintain and provide the accurate records and wage statements required by
6 California law.

7 101. Throughout the Class Period, Defendant intentionally and knowingly provided
8 Plaintiff and other members of the Class with weekly itemized wage statements containing
9 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
10 that the payments owed to Plaintiff and the members of the Class for overtime/double time
11 compensation, minimum wages, on duty meal/rest periods and sick pay were not included in
12 gross wages earned by Plaintiff and members of the Class.

13 102. As a result, Plaintiff and members of the Class have been injured by having been
14 deprived of the true facts pertaining to their compensation and employment.

15 103. Plaintiff and members of the Class were damaged by these failures because,
16 among other things, the failures led them to believe that they were not entitled to
17 overtime/double time compensation, minimum wages, pay for meal/rest periods not properly
18 provided and sick pay, even though they were so entitled and these failures hindered them from
19 determining the amounts of wages owed to them.

20 104. Plaintiff and members of the Class are entitled to the amounts provided in Labor
21 Code §226(e), plus attorneys' fees and costs.

22 105. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
23 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
24 provided by law for Defendant's improper conduct.

25 **SIXTH CAUSE OF ACTION**

26 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

27 **(Labor Code §§201-203 By Plaintiff against Defendant and Does 1 through 100)**
28

1 106. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this Complaint.

3 107. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
4 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
5 from employment, unpaid wages are due and payable within 72 hours of resignation.

6 108. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
7 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
8 paid, not to exceed thirty days.

9 109. Plaintiff and the Class were discharged and/or resigned from Defendant's
10 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

11 110. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
12 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO PAY ALL SICK LEAVE WAGES WHEN DUE**

15 **(Cal. Labor Code §§201-204, 218, 218.5, 233, 245, 246 et. seq. By Plaintiff Against**
16 **Defendant and Does 1 through 100)**

17 111. Plaintiff and the Class reallege and incorporate by reference all of the allegations
18 set forth in this Complaint.

19 112. Section 246 (1) requires that employers pay sick time pay to non-exempt
20 employees at the employee's "regular rate of pay." Employers must calculate paid sick leave for
21 nonexempt employees (1) "in the same manner as the regular rate of pay for the workweek in
22 which the employee uses paid sick time, whether or not the employee actually works overtime
23 in that workweek" or (2) "by dividing the employee's total wages, not including overtime
24 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
25 of employment."

26 113. The "regular rate of pay" includes all remuneration for employment paid to the
27 employee with the exception of overtime pay and includes, but is not limited to base hourly
28 wages, shift differentials and other forms of non-discretionary wages.

1 114. Defendant failed to pay Plaintiff and Class members any sick pay wages.

2 115. Moreover, Section 204 provides that wages are generally due and payable no later
3 than seven days after the end of a pay period or at least twice during each calendar month, on
4 days designated in advance as the regular paydays. Section 201 provides if an employer
5 discharges an employee, the wages earned and unpaid at the time of discharge are due and
6 payable immediately. Section 202 provides that an employee is entitled to receive all unpaid
7 wages no later than 72 hours after an employee quits his or her employment, unless the employee
8 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case
9 the employee is entitled to his or her wages at the time of quitting. Section 203 provides that if
10 an employer willfully fails to pay wages owed in accordance with Sections 201 and 202, then
11 the wages of the employee shall continue as a penalty from the due date, and at the same rate
12 until paid, but the wages shall not continue for more than thirty (30) days.

13 116. Because Defendant did not pay Plaintiff and members of the Class all owing and
14 underpaid sick pay wages, Defendant violated Sections 201-204, 246, and other Labor Code
15 sections. Defendant willfully failed to timely pay Plaintiff and members of the Class all their
16 wages due during employment and failed to timely pay all their wages due upon the termination
17 of their employment within the times prescribed by the Labor Code and is therefore subject to
18 applicable penalties, including a waiting time penalty, for each day, up to a thirty (30) day
19 maximum, pursuant to Section 203.

20 117. Defendant paid Plaintiff 8 hours of sick pay for missing a day, instead of paying
21 Plaintiff her “average” shift for the week, which would have been over 8 hours, since Plaintiff
22 routinely worked double shifts.

23 118. Further, Plaintiff’s paystubs dated 1/24/2025, 3/25/2025 and 4/10/2025, show that
24 Plaintiff was paid “Weekend differential 1”, “Weekend differential 2” and/or “Weekend
25 differential 3” of \$2.50, \$2.50. \$1.00, respectively, (incorporated into the base rate) at the same
26 time as Sick Pay, paid at exactly Plaintiff’s base rate. Thus, the Weekend differentials were not
27 incorporated into the Sick Pay rate.

119. Labor Code section 233 provides: “Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.”

120. During the relevant time period, Defendant intentionally and willfully failed to pay Plaintiff and members of the Class their sick pay wages at the regular rate of pay required by law. Accordingly, Plaintiff and members of the Class did not receive the full amount of paid sick time that they were entitled to receive by law, and were therefore denied the right to use sick leave within the meaning of Labor Code Sections 233(a) and (c).

121. Any employer who violates Labor Code section 233 is liable to employees for the greater of one day's pay or actual damages, reasonable equitable relief, and reasonable attorneys' fees and costs. Lab. Code sections 233(d), (e).

122. Labor Code section 218 authorizes a private right of action to recover unpaid wages, including under sections 204 and 233.

123. Pursuant to Labor Code sections 218 and 218.5, Plaintiff and members of the Class are entitled to recover the full amount of their unpaid wages, applicable penalties, prejudgment interest on the amount of their unpaid wages, reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Labor Code §1198.5 By Plaintiff Against Defendant and Does 1 through 100)

124. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

125. California Labor Code Section 1198.5 provides:

- (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

1
2 (b) The employer shall make the contents of those personnel records available
3 for inspection to the current or former employee, or his or her
4 representative, at reasonable intervals and at reasonable times, but not later
5 than 30 calendar days from the date the employer receives a written request,
6 unless the current or former employee, or his or her representative, and the
7 employer agree in writing to a date beyond 30 calendar days to inspect the
8 records, and the agreed-upon date does not exceed 35 calendar days from
the employer's receipt of the written request to inspect the records. Upon a
written request from a current or former employee, or his or her
representative, the employer shall also provide a copy of the personnel
records,..... later than 30 calendar days from the date the employer receives
the request...

9
10 (k) If an employer fails to permit a current or former employee, or his or her
11 representative, to inspect or copy personnel records within the times specified I
this section... the current or former employee may recover a penalty of seven
hundred fifty dollars (\$750) from the employer.

12 (1) A current or former employee may also bring an action for injunctive relief
13 to obtain compliance with this section, and may recover costs and reasonable
14 attorney's fees in such an action.

15 126. Additionally, pursuant to IWC Wage Order No. 5, at section 7 re: Records,
16 employers are required to keep accurate payroll records on each employee, and such records
17 must be made readily available for inspection by the employee upon reasonable request. The
18 employer must also maintain accurate production records.

19 127. On or about July 28, 2025, Plaintiff's counsel issued a written request to
Defendant for copies of her personnel records.

20 128. Under California Labor Code Sections 226, 432 and 1198.5, such records were
21 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
22 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
23 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of her
24 records.

25 129. As a direct result and consequence of Defendant's failure and refusal to permit
26 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
27 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
28

1 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
2 penalty of \$750 based upon Defendant's violation of §1198.

3 **NINTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(Business & Professions Code §§ 17200 *et seq.* By Plaintiff Against Defendant and Does 1**
6 **through 100)**

7 130. Plaintiff and the Class reallege and incorporate by reference all of the allegations
8 set forth in this Complaint.

9 131. Pursuant to IWC Wage Order No. 5, Defendant was the employer of Plaintiff
10 and the Class. Defendant is also a "person" as that term is defined in Business & Professions
11 Code §17021.

12 132. The Business & Professions Code defines unfair competition as any unlawful,
13 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
14 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
15 Plaintiff and the Class overtime/double time compensation; (2) pay minimum wages; (3) pay
16 Plaintiff and the Class for meal periods improperly afforded, (4) pay Plaintiff and the Class for
17 rest periods improperly afforded, (5) furnish Plaintiff and the Class with accurate itemized
18 wage statements, as mandated by the applicable Labor Code and Industrial Welfare
19 Commission requirements, (6) pay all wages on termination, (7) pay sick pay, and (8) provide
20 personnel records, all in violation of Business & Professions Code §§ 17200 *et seq.*

21 133. By and through the unfair and unlawful business practices described herein,
22 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
23 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
24 Plaintiff and the Class.

25 134. All the acts described herein are violations of, among other things, the Labor
26 Code and Industrial Commission Wage Order No. 5, are unlawful and in violation of public
27 policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby
28

1 constitute unfair and unlawful business practices in violation of Business & Professions Code
2 §§ 17200 *et seq.*

3 135. Plaintiff and the Class are entitled to, and do, seek such relief as may be
4 necessary to restore to them the money and property which Defendant has acquired, or of
5 which Plaintiff and the Class have been deprived by means of the above-described unfair and
6 unlawful business practices.

7 136. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
8 above-described business practices are unfair and unlawful and that injunctive relief should be
9 issued restraining Defendant from engaging in any of the above described unfair and unlawful
10 business practices in the future.

11 137. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
12 redress the injuries which they have suffered as a consequence of the unfair and unlawful
13 business practices of Defendant. As a result of the unfair and unlawful business practices
14 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
15 harm unless Defendant is restrained from continuing to engage in these unfair and unlawful
16 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
17 Plaintiff and the Class.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
20 and against Defendant as follows:

21 1. For compensatory damages in the amount of unpaid overtime/double time due to
22 Plaintiff and Class members, according to proof;

23 2. For compensatory damages in the amount of minimum wages due to Plaintiff
24 and Class members, according to proof;

25 3. For payment of unpaid wages in accordance with California labor and
26 employment law;

27 4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
28 Class members for each workday that a meal period was not properly provided;

- 1 5. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
- 2 Class members for each workday that a rest period was not properly provided;
- 3 6. For sick pay;
- 4 7. For an award of consequential damages in Plaintiff and Class members' favor
- 5 and against Defendant, in an amount to be proven at trial;
- 6 8. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
- 7 9. For payment to Plaintiff and Class members of waiting time penalties pursuant
- 8 to *Cal. Lab. Code* §203, in an amount equal to their respective daily rates of pay at the time of
- 9 termination or layoff, multiplied by the total amount of days elapsed between the date of the
- 10 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
- 11 maximum of 30 days' pay, according to proof;
- 12 10. For specific relief enforcing waiting time penalties of 30 days of per diem wages
- 13 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
- 14 11. For prejudgment interest accrued on all due and unpaid overtime/double time
- 15 and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab.*
- 16 *Code* §§218.6 and 1194(a), according to proof;
- 17 12. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5,
- 18 according to proof;
- 19 13. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order No. 5;
- 20 14. For reasonable costs, including attorneys' fees, in an amount according to proof
- 21 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5 and/or *Cal. Code of Civ.*
- 22 *Proc.* §1021.5;
- 23 15. For an award of restitution of wages to Plaintiff and Class members in an
- 24 amount equal to the amount of wages owed and unpaid, according to proof;
- 25 16. For injunctive relief requiring Defendant to comply with Labor Code
- 26 1198.5(b)(1);
- 27 17. For injunctive relief ordering the continuing unfair business acts and practices to
- 28 cease, as the Court deems just and proper;

