

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

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

SHERRIE GRIZZELLE and FATIMA
ALRAZAA, individually, on a representative
basis, and on behalf of all others similarly
situated;

Plaintiffs,

vs.

LUTHERAN SOCIAL SERVICES OF
SOUTHERN CALIFORNIA, a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: Case No.: CIVSB2520891
*[Assigned to Hon. Michael A. Dauber, Dept
S37, for all purposes]*

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide Meal Periods;
- (4) Failure to Provide Rest Breaks;
- (5) Failure to Reimburse Bus. Expenses;
- (6) Failure to Pay Vested Vacation;
- (7) Failure to Timely Pay Final Wages;
- (8) Failure to Provide Accurate Itemized Wage Statements;
- (9) Unfair and Unlawful Competition;

PAGA CLAIMS

- (10) Failure to Pay Minimum Wages;
- (11) Failure to Pay Overtime Wages;
- (12) Failure to Provide Meal Periods;
- (13) Failure to Provide Rest Breaks;
- (14) Failure to Reimburse Bus. Expenses;
- (15) Failure to Pay Vested Vacation;
- (16) Failure to Timely Pay Final Wages; and
- (17) Failure to Provide Accurate Itemized Wage Statements

JURY TRIAL DEMANDED

1 Plaintiffs Sherrie Grizzelle and Fatima Alrazaa (“Plaintiffs”) on behalf of themselves, on
2 a representative basis, and on behalf of others similarly situated, complain and allege as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiffs bring this action against their former employer(s), Lutheran Social
5 Services of Southern California and DOES 1 through 20, inclusive, (collectively, “Defendants”) on behalf of all current and former nonexempt employees employed by Defendants in California
6 (the “Class” or “Represented Employees”), for Labor Code violations stemming from
7 Defendants’ failure to pay all wages owed, including minimum, regular, and overtime wages,
8 failure to provide meal periods, failure to provide rest breaks, failure to reimburse business
9 expenses, failure to pay vested vacation, failure to timely pay wages upon separation of
10 employment, and failure to provide accurate itemized wage statements.

12 2. Plaintiffs were employed by Defendants during the applicable periods herein and
13 allege on information and belief that the Represented Employees were subjected to the same
14 policies, working conditions, and corresponding wage and hour violations to which Plaintiffs
15 were subjected during employment.

16 3. At all relevant times, Plaintiffs and the Represented Employees often worked
17 more than 8 hours per day and/or 40 hours per week but did not receive all required overtime
18 compensation on such occasions. Plaintiffs and the Represented Employees were also not
19 provided proper minimum and overtime wages due to the Defendants’ failure to accurately
20 record and compensate for all hours worked, which led to frequent and reoccurring unpaid
21 compensable time. For example, the Defendants frequently required Plaintiffs and the
22 Represented Employees to perform pre- and post-shift work without recording such time –
23 leading to unpaid wages – such as when being required by the Defendants to set up meeting
24 rooms, send emails, make calls, and stay with the children longer than expected. These practices
25 violate California law. *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law
26 “do[es] not allow employers to require employees to routinely work for minutes off the clock
27 without compensation”); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable
28 when employee is under company’s control and where the tasks served the employer’s interests).

1 4. Defendants also utilized a rounding policy and practice that routinely
2 undercompensated Plaintiffs and resulted in a net benefit to Defendants and a net loss for
3 Plaintiff. In other words, Defendants' rounding policy is not neutral and results in systematic
4 undercompensation for the Represented Employees, in violation of California law. *See's Candy*
5 *Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 903 (rounding policy is illegal where
6 it is not "neutral, both facially and as applied"). Moreover, all underpayments caused by this
7 rounding policy violate California law and lead to minimum, regular, and overtime wage
8 violations under *Camp v. Home Depot U.S.A. Inc.*, (2022) 84 Cal. App. 5th 638, 660 (if an
9 employer "can capture and has captured the exact time an employee has worked during a shift,
10 the employer must pay the employee for 'all the time' worked").

11 5. Plaintiffs and the Represented Employees were also denied 30-minute off-duty
12 meal periods, as mandated by California law. As a result of Defendants' policies and practices,
13 the Represented Employees were subjected to meal period violations when they were: (1) unable
14 to take a meal period due to workload, (2) forced to take an on-duty meal period while under the
15 control of the Company, (3) forced to take a shortened meal period, (4) forced to take a meal
16 period after the 5th hour of work, and (5) not provided a second meal period for shifts in excess
17 of 10 hours. As such, Plaintiffs and other similarly situated employees were regularly not
18 provided with uninterrupted meal periods of at least 30 minutes, as required by California law.

19 6. Defendants also failed to provide Plaintiffs with 10 minutes of net rest break time
20 for every 4 hours worked, or major fraction thereof, as mandated by California law. Defendants
21 did not schedule Plaintiffs' rest breaks and Plaintiffs were often not authorized and/or permitted
22 to take mandated rest breaks due to being overwhelmed by her hectic workload. Furthermore, on
23 occasions when Plaintiffs worked in excess of 10 hours in a shift, Defendants failed to authorize
24 and/or permit a third mandated rest break.

25 7. Defendants further failed to comply with the mandates of Labor Code §§ 204 and
26 210 regarding the timing of the payment of wages to their employees each period, including
27 minimum and overtime wages, as well as meal and rest period premiums. Also, Defendants
28 failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of

1 final wages and failed to pay all wages due and owing upon separation of employment including
2 minimum wages, overtime, meal and rest break premiums, and Defendants further failed to pay
3 the Represented Employees for mandated sick time at a rate “calculated in the same manner as
4 the regular rate of pay.”

5 8. Moreover, at all relevant times, Defendants required Plaintiffs and the
6 Represented Employees to incur necessary business-related expenses and costs without
7 reimbursement, including, but not limited to, classroom supplies such as composition books,
8 pens, pencils, and gift cards used as motivations and prizes for the children.

9 9. Also, at all relevant times, Defendants utilized a policy and practice through
10 which Plaintiffs and the Represented Employees accrued vacation and/or paid time off hours
11 (collectively, “vacation hours”). California law, specifically Labor Code § 227.3, requires
12 Defendants to pay all accrued and unused vacation hours upon separation of employment at the
13 final rate of pay. However, Defendants’ policy and practice violated Labor Code § 227.3, as
14 detailed below.

15 10. Plaintiffs further allege that Defendants provided Plaintiffs and the Represented
16 Employees with inaccurate and incomplete wage statements that failed to accurately state all
17 necessary items required under Labor Code § 226(a).

18 11. Plaintiffs allege that Defendants’ violations of the wage and hour components of
19 the Labor Code and IWC Wage Orders enabled them to decrease expenses and to increase their
20 level of productivity and profits, thereby allowing Defendants to gain an unfair advantage over
21 their competitors.

22 12. At all material times, Defendants and DOES 1 through 20 were and/or are the
23 Represented Employees’ employers or persons acting on behalf of the Represented Employees’
24 employer, within the meaning of California Labor Code § 558, who violated or caused to be
25 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
26 hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each
27 underpaid employee as set forth in Labor Code § 558 and under California law.
28

1 13. Plaintiffs allege that they worked under the joint direction and control of the
2 Defendants and are informed and believe that each of them acted in all respects pertinent to this
3 action as the agent of the others, carried out a joint scheme, business plan or policy in all respects
4 pertinent hereto, and the acts of each are legally attributable to the others. On information and
5 belief, a unity of interest and ownership between each exists such that the Defendants acted as a
6 single employer of Plaintiffs and the Represented Employees. Furthermore, on information and
7 belief, the Defendants are an integrated enterprise and should be treated as a single employer
8 because the Defendants share an interrelation of operations, with common human resources and
9 personnel policies and shared common offices and facilities. Upon information and belief, the
10 Defendants share common management, a centralized control of labor operations, and common
11 ownership or financial control.

12 14. At all material times, Defendants and DOES 1 through 20 were and/or are the
13 Represented Employees' employers or persons acting on behalf of the Represented Employees'
14 employer, within the meaning of California Labor Code § 558, who violated or caused to be
15 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
16 hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each
17 underpaid employee as set forth in Labor Code § 558 and under California law.

18 15. Plaintiffs bring this lawsuit seeking declaratory, equitable, and monetary relief
19 against Defendants and each of them, on behalf of themselves and the Represented Employees to
20 recover, among other things, unpaid wages and benefits, interest, attorneys' fees, penalties, costs
21 and expenses pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6,
22 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
23 2802, among possibly other sections inadvertently omitted. Plaintiffs also reserves the right to
24 name additional representatives throughout the State of California.

25 **II. JURISDICTION**

26 16. This Court has jurisdiction over the claims for relief of Plaintiffs and the
27 Represented Employees pursuant to the Labor Code and the IWC Wage Orders.

28 ///

1 **III. VENUE**

2 17. Venue as to each Defendant is proper in this Court pursuant to Code of Civil
3 Procedure § 395(a). Defendants transact business in San Bernardino County and the unlawful
4 acts alleged herein have a direct effect on Plaintiffs and the Represented Employees in San
5 Bernardino County. Furthermore, Defendants employed or employ Represented Employees in
6 San Bernardino County.

7 **IV. PARTIES**

8 **Plaintiff**

9 18. Plaintiffs and Class Representatives Sherrie Grizzelle and Fatima Alrazaa were
10 employed by Defendants during the applicable periods herein.

11 **Defendants**

12 19. Plaintiffs are informed and believe and thereon allege that Defendant Lutheran
13 Social Services of Southern California is a California corporation authorized to and doing
14 business in San Bernardino County and is or was the legal employer of Plaintiffs and the
15 Represented Employees during the applicable periods.

16 20. Plaintiffs are ignorant of the true names, capacities, relationships, and extent of
17 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,
18 inclusive, but on information and belief allege that those Defendants are legally responsible for
19 the payment of penalties and damages to Plaintiffs and all Represented Employees by virtue of
20 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious
21 names. Plaintiffs will amend this complaint to allege the true names and capacities of the DOE
22 Defendants when ascertained.

23 21. Plaintiffs are informed and believe and thereon allege that they and the
24 Represented Employees worked under the joint direction and control of Defendants and that
25 Defendants, and each of them, acted in all respects pertinent to this action as the agent of the
26 other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent
27 hereto, and the acts of each Defendant are legally attributable to the other Defendants. On
28 information and belief, a unity of interest and ownership between each Defendant exists such

1 that all Defendants acted as a single employer of Plaintiffs and other Represented Employees.

2 22. Furthermore, Plaintiffs are informed and believe and thereon allege that
3 Defendants, and each of them, are an integrated enterprise and should be treated as a single
4 employer because these entities share an interrelation of operations, with common human
5 resources and personnel policies and shared common offices and facilities. Additionally,
6 Defendants also have a shared website, common management, a centralized control of labor
7 operations, and common ownership or financial control.

8 23. Plaintiffs are informed and believe and thereon allege that, in conducting
9 themselves in the manner described herein, Defendants, and each of them, were acting in active
10 concert with one another such that the acts of each were and are fully attributable to the others in
11 all material respects. Plaintiffs are further informed and believe that at all relevant times
12 Defendants and each of them are now, and at all material times herein mentioned were, the
13 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
14 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
15 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
16 their remaining co-Defendants.

17 24. Plaintiffs are further informed and believe that at all relevant times, Defendants
18 have been inadequately capitalized to conduct business, have failed to follow appropriate
19 corporate formalities, and have simply been a shell and instrumentality through which
20 Defendants DOES 1 through 20, inclusive, have conducted their personal affairs. Accordingly,
21 the corporate veil should be pierced, and any liability attached to Defendants should be imposed
22 jointly and severally against Defendants DOES 1 through 20. Adherence to the fiction of the
23 separate existence of these corporate entities would permit abuse of the corporate privilege,
24 thereby sanctioning fraud and promoting injustice.

25 **V. CLASS ACTION ALLEGATIONS**

26 25. Plaintiffs incorporate the preceding paragraphs of the First Amended Complaint
27 (the "Complaint") as if fully alleged herein.
28

1 26. Plaintiffs bring this action on behalf of themselves and all others similarly situated
2 as a class action, pursuant to Code of Civil Procedure § 382.

3 27. The relevant time period for this class action is defined as the period beginning
4 four years prior to the filing of this action until class certification (the “Relevant Time Period”).

5 28. The Class, also referred to as the “Represented Employees,” that Plaintiffs seek to
6 represent is defined as follows:

7 All current and former nonexempt employees employed by
8 Defendants in California during the Relevant Time Period.

9 29. Plaintiffs also seek to represent the following subclasses:

10 **Meal Break Subclass**

11 All Represented Employees who worked a shift in excess of
12 5 hours during the Relevant Time Period.

13 **Rest Break Subclass**

14 All Represented Employees who worked a shift of at least
15 3.5 hours during the Relevant Time Period.

16 **Unreimbursed Expense Subclass**

17 All Represented Employees who were required to incur
18 expenses to discharge their duties for Defendants without
19 reimbursement during the Relevant Time Period.

20 **Vested Vacation Subclass**

21 All Represented Employees who had accrued but unused
22 vacation upon separation of employment during the period
23 four years before the filing of this action and ending when
24 final judgment is entered.

25 **Waiting Time Penalties Subclass**

26 All Represented Employees who separated from their
27 employment with Defendants during the period three years
28 before the filing of this action and ending when final

judgment is entered.

Wage Statement Penalties Subclass

All Represented Employees during the period one year before the filing of this action and ending when final judgment is entered.

30. Plaintiffs reserves the right to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues as appropriate.

31. Plaintiffs, as the Class Representatives, are members of the class and subclasses that they seek to represent.

32. This action has been brought and may properly be maintained as a class action under Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable from Defendants' records.

33. **Numerosity:** The potential members of the Class as defined are so numerous that a joinder of all Represented Employees is impracticable. Although the exact number is currently unknown to Plaintiffs, this information is easily ascertainable from Defendants' records.

34. **Commonality:** There are questions of law and fact common to the class which predominate over any questions affecting only individual members of the class, including without limitation:

i. Whether Defendants violated the California Labor Code and applicable IWC Wage Order by failing to pay wages to Plaintiffs and the Represented Employees for all hours worked;

ii. Whether Defendants violated the California Labor Code and applicable IWC Wage Order by failing to pay proper overtime wages to Plaintiffs and the Represented Employees for hours above 8 and/or 12 per day and/or 40 per week;

iii. Whether Defendants violated the California Labor Code and applicable IWC Wage Order by failing to provide compliant meal periods to Plaintiffs and the Meal Break Subclass and whether Defendants failed to compensate Plaintiffs and the Meal Break Subclass with one additional hour of wages at the regular rate of pay for each instance when a compliant

meal period was not provided;

iv. Whether Defendants violated the California Labor Code and applicable IWC Wage Order by failing to provide compliant rest breaks to Plaintiffs and the Rest Break Subclass and whether Defendants failed to compensate Plaintiffs and the Rest Break Subclass with one additional hour of wages at the regular rate of pay for each instance when a paid rest break was not provided;

v. Whether Defendants violated the Labor Code and applicable IWC Wage Order by failing to reimburse Plaintiffs and the Unreimbursed Expense Subclass for business expenses incurred discharging their duties or in obedience to the directions of their employer;

vi. Whether Defendants violated the California Labor Code by failing to compensate Plaintiffs and the Vested Vacation Subclass for all accrued but unused vacation hours upon separation of employment;

vii. Whether Defendants violated the California Labor Code by failing to timely pay all wages due upon separation of employment between Defendants and Plaintiffs and the Waiting Time Penalties Subclass, whether such separation was voluntary or involuntary;

viii. Whether Defendants violated the California Labor Code by failing to provide Plaintiffs and the Wage Statement Penalties Subclass with complete, accurate, itemized wage statements;

ix. Whether Defendants violated California Business & Professions Code §§ 17200 *et seq.* due to the: failure to pay all wages owed, failure to provide mandated paid rest breaks, failure to provide mandated meal periods, failure to pay all vested vacation, failure to reimburse business expenses, and failure to timely pay final wages; and

x. Whether Plaintiffs and Represented Employees are entitled to equitable relief pursuant to California Business & Professions Code §§ 17200 *et seq.*

35. **Typicality:** Plaintiffs' claims, as the Class Representatives, are typical of the claims of The Class. Plaintiffs, like other members of The Class, were subjected to Defendants' ongoing Labor Code and Wage Order violations including pertaining to the failure to pay all wages owed, failure to provide mandated meal periods and rest breaks, failure to pay vested

vacation, failure to reimburse business expenses, failure to timely pay wages upon separation of employment, and failure to provide accurate itemized wage statements.

36. **Adequacy of Representation.** Plaintiffs, as the Class Representatives, will fairly and adequately represent and protect the interests of the Class. Plaintiffs' interests are not in conflict with those of the Class. Class Representatives' counsel are competent and experienced in litigating large employment class actions and other complex litigation matters, including cases like this case.

37. **Superiority of Class Action.** Class certification is appropriate because a class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Represented Employees is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each Represented Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies and practices set forth above. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

Plaintiffs and the Represented Employees Against All Defendants

38. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

39. Plaintiffs and the Represented Employees were not exempt from the requirement to be paid at least the applicable California minimum wage throughout the statutory period for each hour worked.

40. Here, Plaintiffs and the Represented Employees were not paid all required minimum and regular wages due to Defendants' policies and practices as alleged herein.

41. Consequently, Defendants violated California Labor Code laws and minimum wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, the applicable IWC Wage Order,

§ 4, and Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

42. Plaintiffs are informed and believe and thereon allege that Defendants intentionally, willfully, and improperly failed to pay wages to Plaintiffs and the Represented Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

43. Defendants' conduct was willful, as Defendants knew that Plaintiffs and the Represented Employees were entitled to be paid wages throughout the statutory period for each hour worked, including proper minimum and regular wages, yet Defendants chose not to pay them in accordance thereto.

44. At all material times, Defendants DOES 1 through 20 were and/or are the employer of Plaintiffs and the Represented Employees or were persons acting on behalf of said employer(s), within the meaning of California Labor Code § 558, who violated or caused to be violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California Labor Code regulating hours and days of work respectively.

45. During employment of Plaintiffs and the Represented Employees, Defendants failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

46. As a result of the Defendants' wrongful conduct, Plaintiffs and the Represented Employees have been damaged in amounts to be proven at trial.

47. Plaintiffs, on behalf of themselves and the Represented Employees, seek recovery of all unpaid minimum wages, liquidated damages, penalties, interest, attorneys' fees and costs of suit, pursuant to Labor Code §§ 1194 and 1194.2, against Defendants in an amount to be proven at trial.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

Plaintiffs and the Represented Employees Against All Defendants

48. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

1 49. Plaintiffs and the Represented Employees were employees of Defendants who did
2 not receive proper protections and benefits of the laws governing payment of overtime wages.

3 50. Labor Code § 204 requires that the employer timely pay all overtime wages to its
4 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
5 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
6 any one workweek shall be compensated at the rate of no less than one and one-half times the
7 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
8 hours in one workday shall be compensated at twice the regular rate of pay for an employee.

9 51. At all relevant times, Plaintiffs and the Represented Employees were required by
10 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a
11 result of the policies and practices alleged herein, Defendants failed to pay Plaintiffs and the
12 Represented Employees proper overtime wages for all overtime hours worked.

13 52. Defendants violate Labor Code §§ 204 and 510 and the applicable IWC Wage
14 Order § 3(A) every pay period with respect to Plaintiffs and the Represented Employees because
15 Defendants required their employees to work hours in excess of 8 and/or 12 per day and/or 40
16 per week without proper overtime compensation.

17 53. Plaintiffs are informed and believe and thereon allege that Defendants
18 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiffs and the
19 Represented Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.

20 54. Defendants' conduct was willful, as Defendants knew that Plaintiffs and the
21 Represented Employees were entitled to be paid proper overtime wages throughout the statutory
22 period, yet Defendants chose not to pay them in accordance thereto.

23 55. At all material times, Defendants DOES 1 through 20 were and/or are the
24 employer of Plaintiffs and the Represented Employees or were persons acting on behalf of said
25 employer(s), within the meaning of California Labor Code § 558, who violated or caused to be
26 violated Labor Code § 204 and a provision or provisions of Part 2, Chapter 1 of the California
27 Labor Code regulating hours and days of work respectively.
28

1 56. During the employment of Plaintiffs and the Represented Employees, Defendants
2 failed to pay them all wages to which they were entitled, thereby receiving an economic benefit.

3 57. As a result of Defendants' wrongful conduct, Plaintiffs and the Represented
4 Employees have been damaged in amounts to be proven at trial.

5 58. Plaintiffs, on behalf of themselves and the Represented Employees, seek recovery
6 of all unpaid overtime wages, penalties, interest, attorneys' fees, and costs of suit against
7 Defendants in an amount to be proven at trial.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS**

10 (Labor Code §§ 226.7 and 512; IWC Wage Order § 11, 12)

11 *Plaintiffs and the Meal Break Subclass Against All Defendants*

12 59. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
13 alleged herein.

14 60. Plaintiffs and the Meal Break Subclass are and/or were employees of Defendants
15 who did not receive proper protections and benefits of the laws governing mandatory meal
16 periods.

17 61. Labor Code § 226.7 requires employers, including Defendants, to provide
18 employees with meal periods as mandated by the Industrial Welfare Commission.

19 62. Labor Code § 512(a), in part, provides that employers, including Defendants, may
20 not employ an employee for a work period of more than five hours per day without providing an
21 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
22 except that if the total work period per day of the employee is no more than six hours, the meal
23 period may be waived by mutual consent of both the employer and the employee. Employers
24 may not employ an employee for a work period more than 10 hours per day without providing
25 the employee with a second meal period of not less than 30 minutes.

26 63. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
27 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
28 pay for each meal period that is missed.

1 64. At all relevant times, and as a result of the policies and practices described in this
2 Complaint, Plaintiffs and the Meal Break Subclass were denied the 30-minute meal periods to
3 which they were entitled.

4 65. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
5 Order every pay period because Plaintiffs and the Meal Break Subclass were not provided with
6 all mandatory meal periods and Defendants failed to pay Plaintiffs and the Meal Break Subclass
7 one additional hour of compensation at the regular rate of pay in lieu thereof.

8 66. At all relevant times herein, Defendants failed to provide Plaintiffs and the Meal
9 Break Subclass all mandated meal periods and failed to pay wage premiums in lieu of mandated
10 meal or rest periods, thereby receiving an economic benefit.

11 67. On information and belief, Plaintiffs and the Meal Break Subclass did not
12 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
13 obtained from Plaintiffs and the Meal Break Subclass were not willfully obtained, were not
14 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
15 unlawful adhesion. Defendants did not permit or authorize Plaintiffs and the Meal Break
16 Subclass to take meal periods in accordance with California law.

17 68. By their failure to provide Plaintiffs and the Meal Break Subclass with meal
18 periods as required by California law, and failing to pay one hour of additional wages in lieu of
19 each meal period not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and
20 IWC Wage Order § 11. Accordingly, Defendants are liable for one hour of additional wages at
21 the employee's regular rate of compensation for each workday that a meal period was not
22 lawfully provided in an amount to be proven at time of trial.

23 69. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512,
24 and IWC Wage Order § 11, Defendants, and each of them, are liable to Plaintiffs and the Meal
25 Break Subclass for unpaid wage premiums, penalties, costs, and interest.

26 ///

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

9
0
1
2
3
4
5
6
7
8
9
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

6
7
8
9
20
21
22
23
24
25
26
27
28

9
20
21
22
23
24
25
26
27
28

21
22
23
24
25
26
27
28

25
26
27
28

78. By their failure to provide Plaintiffs and the Rest Break Subclass with rest breaks as required by California law, and failing to pay one hour of additional wages in lieu of each rest break not provided, Defendants willfully violated Labor Code §§ 226.7 and 512, and IWC Wage Order § 12. Accordingly, Defendants are liable for one hour of additional wages at the employee's regular rate of compensation for each workday that a paid rest break was not lawfully provided in an amount to be proven at time of trial.

79. Also, as a direct result of Defendants' violations of Labor Code §§ 226.7 and 512, and IWC Wage Order § 12, Defendants, and each of them, are liable to Plaintiffs and the Rest Break Subclass for unpaid wage premiums, penalties, costs, and interest.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

Plaintiffs and the Unreimbursed Expense Subclass Against All Defendants

80. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

81. Plaintiffs and the Unreimbursed Expense Subclass are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing reimbursement of business expenses.

82. Labor Code § 2802(a) requires that the employer indemnify its employees for expenses and losses incurred while discharging their duties or in obedience to the directions of their employer.

83. At all relevant times herein, Defendants violated Labor Code § 2802(a) when they failed to reimburse Plaintiffs and the Unreimbursed Expense Subclass for expenses incurred as a direct consequence of employment with Defendants and/or under the direction of Defendants.

84. At all relevant times herein, Defendants failed to reimburse the Unreimbursed Expense Subclass, including Plaintiffs, for expenses incurred while discharging duties to Defendants, thereby receiving an economic benefit.

1 85. As a direct result of Defendants’ violation of Labor Code § 2802 and IWC Wage
2 Order § 9(B), Plaintiffs and the Unreimbursed Expense Subclass have suffered, and continue to
3 suffer, substantial losses related to such incurred expenses, expenses, and attorney’s fees in
4 seeking to compel Defendants to fully perform their obligations under the law, all in an amount
5 to be proved at time of trial.

6 86. Pursuant to Labor Code § 2802, Plaintiffs and the Represented Employees seek to
7 recover the unreimbursed expenses, interest on the unreimbursed expenses, and the costs and
8 attorney’s fees necessarily incurred in pursuing same. The exact amount of reimbursements,
9 interest, costs, and attorney’s fees will be in an amount to be proved at the time of trial.

10 **SIXTH CAUSE OF ACTION**
11 **FAILURE TO PAY VESTED VACATION**
12 (Labor Code § 227.3)

13 *Plaintiffs and the Vested Vacation Subclass Against All Defendants*

14 87. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
15 alleged herein.

16 88. Plaintiffs and the Vested Vacation Subclass were employees of Defendants who
17 did not receive proper protections and benefits of the laws governing the payment of vested
18 vacation time and/or paid time off upon separation of employment.

19 89. Pursuant to Labor Code § 227.3, an employer that has implemented a paid
20 vacation, paid time off, or compensated time off policy must, upon an employee’s separation
21 from employment, pay to the employee all vested but unused vacation and/or paid time off at her
22 final rate of pay.

23 90. At all relevant times, Defendants utilized a policy and practice through which
24 Plaintiffs and the Vested Vacation Subclass accrued vacation and/or PTO hours (collectively,
25 “vacation hours”). However, Defendants’ policy and practice violated Labor Code § 227.3
26 because Plaintiffs and the Vested Vacation Subclass did not receive compensation for all accrued
27 but unused vacation hours and did not receive compensation for the same at the “final rate”, as
28 required by Labor Code § 227.3.

1 91. At all relevant times herein, Defendants failed to pay the Vested Vacation
2 Subclass, including Plaintiffs, all vested but unused vacation time and/or paid time off upon
3 separation from employment, thereby receiving an economic benefit.

4 92. Plaintiffs are informed and believe and thereon allege that Defendants, and each
5 of them, knowingly refused to perform their obligations to compensate the Vested Vacation
6 Subclass for all vested but unused vacation time and/or paid time off upon separation from
7 employment.

8 93. As a result of Defendants' violations of Labor Code § 227.3, Plaintiffs and the
9 Vested Vacation Subclass seek to recover the unpaid vacation hours, as well as penalties,
10 interest, attorneys' fees, and costs as permitted under California law.

11 **SEVENTH CAUSE OF ACTION**

12 **FAILURE TO TIMELY PAY FINAL WAGES**

13 (Labor Code §§ 201 – 203)

14 *Plaintiffs and the Waiting Time Penalties Subclass against All Defendants*

15 94. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
16 alleged herein.

17 95. Plaintiffs and the Waiting Time Penalties Subclass are and/or were employees of
18 Defendants who did not receive proper protections and benefits of the laws governing the timing
19 and payment of wages.

20 96. Labor Code § 201 requires that the employer immediately pay any wages, without
21 abatement or reduction, to any employee who is discharged.

22 97. Labor Code § 202 requires that the employer pay all wages earned and unpaid,
23 without abatement or reduction, no later than 72 hours of receiving an employee's notice of
24 intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

25 98. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a
26 penalty from the due date thereof at the same rate until paid or until an action therefore is
27 commenced, but the wages shall not continue for more than thirty (30) days.
28

1 99. At all relevant times, Defendants employed a policy and practice whereby
2 Plaintiffs and the Waiting Time Penalties Subclass were not paid all wages due and owing upon
3 separation of employment within the time required by Labor Code §§ 201 and 202.

4 100. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
5 wages due and owing to Plaintiffs and the Waiting Time Penalties Subclass upon separation of
6 employment, including, but not limited to, minimum, regular, and overtime wages, vacation
7 wages, as well as meal and rest period premiums.

8 101. Furthermore, Defendants failed to pay all wages due and owing to the Waiting
9 Time Subclass because of the failure to pay all required sick pay wages. Labor Code § 246(l)(1)
10 provides that paid sick time for non-exempt employees must be “calculated in the same manner
11 as the regular rate of pay for the workweek in which the employee uses paid sick time, whether
12 or not the employee actually works overtime in that workweek.” Additionally, Labor Code §
13 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total
14 wages, not including overtime premium pay, by the employee’s total hours worked in the full
15 pay periods of the prior 90 days of employment.” Here, Defendants only calculated and paid sick
16 pay at the base rate of pay, rather than at the rate required by Labor Code § 246, leading to
17 unpaid sick pay and violations of Labor Code §§ 201 – 203.

18 102. Plaintiffs allege that, at all times material to this action, Defendants had a planned
19 pattern and practice of failing to timely pay Plaintiffs and the Waiting Time Penalties Subclass
20 all wages due and owing upon separation of employment as required by Labor Code §§ 201 and
21 202. Consequently, pursuant to Labor Code § 203, Defendants owe Plaintiffs and the Waiting
22 Time Penalties Subclass the above-described waiting time penalty, all in an amount to be shown
23 according to proof at trial and within the jurisdiction of this Court.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 (Labor Code § 226)

4 *Plaintiffs and the Wage Statement Penalties Subclass against All Defendants*

5 103. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
6 alleged herein.

7 104. Plaintiffs and the Wage Statement Penalties Subclass are and/or were employees
8 of Defendants who did not receive proper protections and benefits of the laws governing the
9 provision of accurate itemized wage statements.

10 105. Labor Code § 226(a) requires an employer to provide its employees with itemized
11 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
12 inclusive dates of the pay period, the employee's name and the last four digits of his or her
13 Social Security number (or employee identification number), the name and address of the legal
14 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee.

16 106. Defendants violate Labor Code § 226(a) every pay period with respect to
17 Plaintiffs and the Wage Statement Penalties Subclass due to violations including: failure to
18 accurately state total hours worked (for example, the wage statements failed to accurately reflect
19 the compensable hours worked); failure to accurately state gross wages earned; failure to
20 accurately state all deductions; failure to accurately state net wages earned; failure to state the
21 applicable hourly rates (including the accurate overtime rate of pay); and failure to accurately
22 state the corresponding number of hours worked at each hourly rate. The California Supreme
23 Court recently confirmed that these "derivative" violations violate Labor Code § 226. *See*
24 *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, 119 (approving of "derivative"
25 wage statement claims based on failure to pay all wages owed and holding that: (1) § 226
26 requires employers to accurately report "all amounts earned and now owing, not just those
27 amounts actually paid," and (2) a "[wage] statement that conceals the amounts earned [including
28 premium pay for missed breaks], on the ground that they also were not paid, is not an accurate

1 [wage] statement, and it does not comply with [§ 226]”).

2 107. Additionally, Defendants’ wage statements directly violated Labor Code § 226(a)
3 each period due to the failure to pay and report all wages owed, along with premium wages for
4 denied meal periods and rest breaks under § 226.7.

5 108. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
6 to Plaintiffs and the Wage Statement Penalties Subclass because Defendants failed to provide a
7 wage statement to Plaintiffs and the Wage Statement Penalties Subclass that complied with the
8 requirements of Labor Code § 226(a).

9 109. Defendants’ failure to provide the required writing deprived Plaintiffs and the
10 Wage Statement Penalties Subclass of the ability to know, understand, and question the
11 calculation and rate of pay and hours used to calculate the wages paid by Defendants. Therefore,
12 Plaintiffs and the Wage Statement Penalties Subclass had no way to dispute the resulting
13 miscalculation of wages, all of which resulted in an unjustified economic enrichment to said
14 Defendants. As a direct result, Plaintiffs and the Wage Statement Penalties Subclass have
15 suffered and continue to suffer, substantial losses related to the use and enjoyment of such
16 wages, lost interest on such wages and expenses and attorney’s fees in seeking to compel
17 Defendants to fully perform their obligation under state law, all to their respective damages in
18 amounts according to proof at trial.

19 110. As a result of Defendants’ knowing and intentional failure to comply with Labor
20 Code § 226(a), Plaintiffs and the Wage Statement Penalties Subclass have suffered an injury in
21 that each was prevented from knowing, understanding and disputing the wage payments paid to
22 them. Furthermore, Plaintiffs and the Wage Statement Penalties Subclass have each suffered an
23 injury in that the failure to show all wages earned on the itemized wage statements resulted in
24 Plaintiffs and the Represented Employees being denied all necessary deductions, payments, and
25 withholdings owed by the employer, including, but not limited to, the failure to make all
26 necessary contributions for unemployment benefits, social security benefits, proper payment of
27 taxes and withholdings, and other mandated state and federal benefits.
28

1 111. Plaintiffs has also been injured as a result of having to bring this action to attempt
2 to obtain correct wage information following Defendants' refusal to comply with many of the
3 mandates of California's Labor Code and related laws and regulations.

4 112. Labor Code § 226(e) requires Defendants to pay the greater of all actual damages
5 or fifty dollars (\$50.00) per employee for the initial pay period in which a violation occurred, and
6 one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
7 attorney's fees and costs, to Plaintiffs and the Wage Statement Penalties Subclass who were
8 injured by Defendants' failure to comply with Labor Code § 226(a). The exact amount of the
9 applicable penalty is all in an amount to be shown according to proof at trial.

10 **NINTH CAUSE OF ACTION**

11 **UNFAIR AND UNLAWFUL COMPETITION**

12 (Business and Professions Code § 17200 *et seq.*)

13 *Plaintiffs and the Represented Employees against All Defendants*

14 113. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
15 alleged herein.

16 114. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair
17 competition, which includes any "unlawful, unfair or fraudulent business act or practice." The
18 Represented Employees, including Plaintiffs, have suffered and continue to suffer injuries in
19 fact, due to the unfair and unlawful business practices of Defendants as alleged herein.

20 115. Defendants, and each of them, are "persons" as defined under Business &
21 Professions Code § 17021.

22 116. As alleged herein, Defendants engaged in conduct that violated California's wage
23 and hour laws, including failure to pay minimum, regular, and overtime wages, failure to provide
24 mandated meal periods and rest breaks, failure to reimburse expenses, failure to pay vested
25 vacation, and failure to timely pay wages upon separation of employment, all to decrease their
26 costs and increase profits.

27 117. At all times relevant herein, Defendants did not pay Plaintiffs and the Represented
28 Employees wages and monies and other financial obligations to which they were entitled.

1 118. As a result of Defendants' failure to comply with the Labor Code and IWC
2 Orders, Represented Employees, including Plaintiffs, suffered a loss of wages and monies, all in
3 an amount to be shown according to proof at trial. Defendants' ongoing violations of the
4 foregoing statutes and laws constitute a violation of Bus. & Prof. Code § 17200, *et seq.*

5 119. Defendants' violations of the California Labor Code and IWC Wage Orders and
6 its scheme to lower its payroll costs as alleged herein, constitute unlawful and unfair business
7 practices because it was done in a systematic manner over a period of time to the detriment of the
8 Plaintiffs and all others similarly-situated.

9 120. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
10 unlawful, and harmful to Plaintiffs, other Represented Employees, and to the general public.
11 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of
12 Code of Civil Procedure § 1021.5.

13 121. A violation of California Business & Professions Code § 17200, *et seq.* may be
14 predicated on the violation of any state or federal law. All of the acts described herein as
15 violations of, among other things, the California Labor Code and IWC Wage Orders, are
16 unlawful and in violation of public policy, and in addition are immoral, unethical, oppressive,
17 fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business
18 practices in violation of California Business and Professions Code §§ 17200, *et seq.*

19 122. Plaintiffs, individually, and on behalf of the Represented Employees, are entitled
20 to, and do, seek such relief as may be necessary to disgorge the profits which Defendants have
21 acquired, or of which Plaintiffs and Represented Employees have been deprived, by means of the
22 above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the
23 Represented Employees are not obligated to establish individual knowledge of the unfair
24 practices of Defendants in order to recover restitution.

25 123. Plaintiffs, individually, and on behalf of the Represented Employees, are further
26 entitled to and do seek a declaration that the above described business practices are unfair,
27 unlawful and/or fraudulent.
28

1 124. Pursuant to Business & Professions Code §§ 17200, et seq., Plaintiffs and
2 Represented Employees are entitled to restitution of the wages withheld and retained by
3 Defendants during a period that commences four years prior to the filing of this complaint; an
4 order requiring Defendants to pay all outstanding wages due to Plaintiffs and Represented
5 Employees; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5
6 and other applicable laws; and an award of costs.

7 **VI. PAGA CAUSES OF ACTION (Cal. Lab. Code. §§ 2698 – 2699.5)**

8 125. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
9 alleged herein.

10 126. Plaintiffs are “aggrieved employees” under the PAGA as they were employed by
11 Defendants during the applicable statutory period and suffered one or more of the Labor Code
12 violations alleged herein. As such, Plaintiffs may recover the remedies described herein in a civil
13 action filed on behalf of themselves and all other similarly situated current and former aggrieved
14 employees in California against whom one or more of the alleged violations was committed
15 (hereinafter the “Aggrieved Employees”).

16 127. Plaintiffs seek to recover all applicable and available PAGA remedies pursuant to
17 Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by
18 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
19 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiffs are not required to, nor
20 do they, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

21 128. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave written notice by online filing
22 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
23 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
24 the facts and theories to support the alleged violations. More than sixty-five (65) days have
25 elapsed since the date Plaintiffs provided the written notice of the claims alleged herein without
26 the LWDA assuming jurisdiction over the claims alleged. Accordingly, Plaintiffs have fully
27 satisfied the administrative prerequisites to suit under the PAGA.

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

0
1
2
3
4
5
6
7
8
9
20
21
22
23
24
25
26
27
28

4
5
6
7
8
9
20
21
22
23
24
25
26
27
28

7
8
9
20
21
22
23
24
25
26
27
28

20
21
22
23
24
25
26
27
28

24
25
26
27
28

28

1 **ELEVENTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES**

3 (Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

4 *Plaintiffs and the Aggrieved Employees Against All Defendants*

5 136. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
6 alleged herein.

7 137. Plaintiffs and the Aggrieved Employees were employees of Defendants who did
8 not receive proper protections and benefits of the laws governing payment of overtime wages.

9 138. Labor Code § 204 requires that the employer timely pay all overtime wages to its
10 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any
11 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in
12 any one workweek shall be compensated at the rate of no less than one and one-half times the
13 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)
14 hours in one workday shall be compensated at twice the regular rate of pay for an employee.

15 139. At all relevant times, Plaintiffs and the Aggrieved Employees were required by
16 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a
17 result of the policies and practices described in this Complaint, Defendants failed to pay
18 Plaintiffs and the Aggrieved Employees for all overtime hours worked.

19 140. As a result of these policies and practices, Defendants failed to pay Plaintiffs and
20 the Aggrieved Employees for all overtime hours worked.

21 141. Defendants violate Labor Code §§ 204 and 510 and the applicable IWC Wage
22 Order § 3(A) every pay period with respect to Plaintiffs and the Aggrieved Employees because
23 Defendants required their employees to work hours in excess of 8 and/or 12 per day and/or 40
24 per week without proper overtime compensation.

25 142. Plaintiffs are informed and believe and thereon allege that Defendants
26 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiffs and the
27 Aggrieved Employees in violation of Labor Code §§ 204, 221-223, 510, 1194 and 1197.
28

1 143. Defendants' conduct was willful, as Defendants knew that Plaintiffs and the
2 Aggrieved Employees were entitled to be paid proper overtime wages throughout the statutory
3 period, yet Defendants chose not to pay them in accordance thereto.

4 144. As a result of the unlawful employment practices alleged herein, Plaintiffs, on
5 behalf of the State of California, seek the assessment of all applicable and available PAGA
6 remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or
7 any other damages permitted under PAGA.

8 **TWELFTH CAUSE OF ACTION**

9 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE MEAL PERIODS**

10 (Labor Code §§ 226.7 and 512; IWC Wage Order § 11, 12)

11 *Plaintiffs and the Aggrieved Employees Against All Defendants*

12 145. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
13 alleged herein.

14 146. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants
15 who did not receive proper protections and benefits of laws governing mandatory meal periods.

16 147. Labor Code § 226.7 requires employers, including Defendants, to provide
17 employees with meal periods as mandated by the Industrial Welfare Commission.

18 148. Labor Code § 512(a), in part, provides that employers, including Defendants, may
19 not employ an employee for a work period of more than five hours per day without providing an
20 employee the opportunity to take an uninterrupted meal period of not less than 30 minutes,
21 except that if the total work period per day of the employee is no more than six hours, the meal
22 period may be waived by mutual consent of both the employer and the employee. Employers
23 may not employ an employee for a work period of more than 10 hours per day without providing
24 the employee with a second meal period of not less than 30 minutes.

25 149. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B),
26 Defendants shall pay an employee one additional hour of pay at the employee's regular rate of
27 pay for each meal period that is missed.
28

1 150. At all relevant times, and as a result of the policies and practices described in this
2 Complaint, Plaintiffs and the Aggrieved Employees were denied the 30-minute meal periods to
3 which they were entitled.

4 151. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
5 Order every pay period because Plaintiffs and the Aggrieved Employees were not provided with
6 all mandatory meal periods and Defendants failed to pay Plaintiffs and the Aggrieved Employees
7 one additional hour of compensation at the regular rate of pay in lieu thereof.

8 152. On information and belief, Plaintiffs and the Aggrieved Employees did not
9 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
10 obtained from Plaintiffs and the Aggrieved Employees were not willfully obtained, were not
11 voluntarily agreed to, were a condition of employment, or were a part of a contract of unlawful
12 adhesion. Defendants did not permit or authorize Plaintiffs and the Aggrieved Employees to take
13 meal periods in accordance with California law.

14 153. As a result of the unlawful employment practices alleged herein, Plaintiffs, on
15 behalf of the State of California, seek the assessment of all applicable and available PAGA
16 remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or
17 any other damages permitted under PAGA.

18 **THIRTEENTH CAUSE OF ACTION**

19 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE REST BREAKS**

20 (Labor Code §§ 226.7 and 512; IWC Wage Order § 12)

21 *Plaintiffs and the Aggrieved Employees Against All Defendants*

22 154. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
23 alleged herein.

24 155. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants
25 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

26 156. Labor Code § 226.7 requires employers, including Defendants, to provide rest
27 breaks to their employees as mandated by Order of the Industrial Welfare Commission.
28

1 157. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
2 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
3 each work period. Employees shall receive a 10-minute rest period every four hours or major
4 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
5 hours worked, for which there shall be no deduction from wages.

6 158. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage
7 Order, Defendants shall pay Plaintiffs and the Aggrieved Employees one additional hour of pay
8 at their regular rate of compensation for each day that the rest period is not provided.

9 159. At all relevant times, and as a result of the policies and practices described in this
10 Complaint, Plaintiffs and the Aggrieved Employees were denied mandated rest breaks.

11 160. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage
12 Order every pay period because Plaintiffs and the Aggrieved Employees were not provided with
13 all mandatory rest periods and Defendants failed to pay Plaintiffs and the Aggrieved Employees
14 one additional hour of compensation in lieu thereof.

15 161. As a result of the unlawful employment practices alleged herein, Plaintiffs, on
16 behalf of the State of California, seek the assessment of all applicable and available PAGA
17 remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or
18 any other damages permitted under PAGA.

19 **FOURTEENTH CAUSE OF ACTION**

20 **PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 (Labor Code § 2802)

22 *Plaintiffs and the Aggrieved Employees Against All Defendants*

23 162. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
24 alleged herein.

25 163. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants
26 who did not receive proper protections and benefits of the laws governing reimbursement of
27 business expenses.
28

required by Labor Code § 227.3.

171. At all relevant times herein, Defendants failed to pay the Aggrieved Employees, including Plaintiffs, all vested but unused vacation time and/or paid time off upon separation from employment, thereby receiving an economic benefit.

172. Plaintiffs are informed and believe and thereon allege that Defendants, and each of them, knowingly refused to perform their obligations to compensate the Aggrieved Employees for all vested but unused vacation time and/or paid time off upon separation from employment.

173. As a result of Defendants' violations of Labor Code § 227.3, Plaintiffs and the Aggrieved Employees seek to recover the unpaid vacation hours, as well as penalties, interest, attorneys' fees, and costs as permitted under California law.

SIXTEENTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201–203)

Plaintiffs and the Aggrieved Employees Against All Defendants

174. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

175. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing the timing and payment of wages.

176. Labor Code § 201 requires that the employer immediately pay any wages, without abatement or reduction, to any employee who is discharged.

177. Labor Code § 202 requires that the employer pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

178. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than thirty (30) days.

1 179. At all relevant times, Defendants employed a policy and practice whereby
2 Plaintiffs and the Aggrieved Employees were not paid all wages due and owing upon separation
3 of employment within the time required by Labor Code §§ 201 and 202.

4 180. Also, at all relevant times, Defendants engaged in the practice of failing to pay all
5 wages due and owing to Plaintiffs and the Aggrieved Employees upon separation of
6 employment, including, but not limited to, minimum, regular, and overtime wages, vacation
7 wages, as well as meal and rest period premiums.

8 181. Additionally, at all relevant times, Defendants failed to pay all mandated sick
9 wages owed to the Aggrieved Employees at the proper rate of pay.

10 182. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees
11 must be “calculated in the same manner as the regular rate of pay for the workweek in which the
12 employee uses paid sick time, whether or not the employee actually works overtime in that
13 workweek.” Additionally, Labor Code § 246(l)(2) states that the paid sick time must be
14 “calculated by dividing the employee’s total wages, not including overtime premium pay, by the
15 employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

16 183. Here, Plaintiffs and the Aggrieved Employees were compensated on an hourly
17 basis plus additional compensation in the form of shift differentials and/or nondiscretionary
18 compensation. However, on the occasions that the Aggrieved Employees took sick time and
19 received paid sick leave, Defendants only paid sick time at the base rate of pay (not factoring in
20 the additional compensation as required by Labor Code §§ 246(l)(1-2)), leading to unpaid wages
21 at the time of separation of employment.

22 184. Plaintiffs allege that, at all times material to this action, Defendants had a planned
23 pattern and practice of failing to timely pay Plaintiffs and the Aggrieved Employees all wages
24 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.

25 185. As a result of the unlawful employment practices alleged herein, Plaintiffs, on
26 behalf of the State of California, seek the assessment of all applicable and available PAGA
27 remedies pursuant to Labor Code § 2699, and seek to recover all attorneys’ fees, costs, and/or
28 any other damages permitted under PAGA.

1 **SEVENTEETH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 (Labor Code § 226)

5 *Plaintiffs and the Aggrieved Employees Against All Defendants*

6 186. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
7 alleged herein.

8 187. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants
9 who did not receive proper protections and benefits of the laws governing the provision of
10 accurate itemized wage statements.

11 188. Labor Code § 226(a) requires an employer to provide its employees with itemized
12 wage statements accurately stating gross wages earned, all deductions, net wages earned, the
13 inclusive dates of the pay period, the employee's name and the last four digits of his or her
14 Social Security number (or employee identification number), the name and address of the legal
15 entity that is the employer, and all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee.

17 189. Defendants violate Labor Code § 226(a) every pay period with respect to
18 Plaintiffs and the Aggrieved Employees due to violations including: failure to accurately state
19 total hours worked (for example, the wage statements failed to accurately reflect the
20 compensable hours worked); failure to accurately state gross wages earned; failure to accurately
21 state all deductions; failure to accurately state net wages earned; failure to state the applicable
22 hourly rates (including the accurate overtime rate of pay); and failure to accurately state the
23 corresponding number of hours worked at each hourly rate.

24 190. Moreover, Defendants' wage statements directly violated Labor Code § 226(a)
25 each period due to the failure to pay and report premium wages for denied meal periods and rest
26 breaks under § 226.7.

27 191. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
28 to Plaintiffs and the Aggrieved Employees because Defendants failed to provide a wage

statement to Plaintiffs and the Aggrieved Employees that complied with the requirements of § 226(a).

192. Unlike class action claims, a PAGA Plaintiffs need not meet the “injury” and “knowing and intentional” violation requirements of Labor Code § 226(e). See *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 788 (“a Plaintiffs seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of section 226(e)(1)”; see also, *Lawson v. ZB, N.A.* (2017) 18 Cal.App.5th 705, 722 (“the scienter requirement [of § 226(e)] has no application in a PAGA claim for violation of [§ 226(a)]”).

193. As a result of the unlawful employment practices alleged herein, Plaintiffs, on behalf of the State of California, seek the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seek to recover all attorneys’ fees, costs, and/or any other damages permitted under PAGA.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves, on a representative basis, and all others similarly situated, pray for judgment and relief against Defendants, jointly and severally, as follows:

1. That the First through Ninth Causes of Action be certified as a class action;
2. That Plaintiffs be appointed as Class Representative;
3. That counsel for Plaintiffs be appointed Class Counsel;
4. For all applicable statutory penalties recoverable under the First through Ninth Causes of Action to the extent permitted by law, including those pursuant to Labor Code and Orders of the Industrial Welfare Commission;
5. As to the Tenth through Seventeenth Causes of Action, the assessment of all applicable and available remedies under PAGA;
6. For reasonable attorneys’ fees and costs as permitted under PAGA;
7. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted by law, including those pursuant to the Labor Code;

1 8. For restitution as provided by the Labor Code and Business and Professions Code
2 § 17200, *et seq.*;

3 9. For a declaratory judgment that Defendants have violated Labor Code §§ 200,
4 201, 202, 203, 204, 208, 210, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174,
5 1194, 1197, 1198, 1199, and 2802, among other sections inadvertently omitted;

6 10. For an award of damages in the amount of unpaid compensation including, but
7 not limited to, unpaid wages, benefits, and penalties according to proof, including interest
8 thereon;

9 11. For pre- and post-judgment interest; and

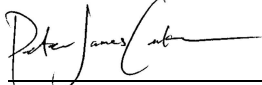
10 12. For such other relief as the Court deems just and proper.

11 **DEMAND FOR JURY TRIAL**

12 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated,
13 hereby demands a jury trial as to the First through Ninth Causes of Action pled herein.

14
15 Dated: March 27, 2026

LAUBY, MANKIN & LAUBY LLP

16
17 BY: 
18 Brian J. Mankin, Esq.
19 Peter J. Carlson, Esq.
20 Attorneys for Plaintiff
21
22
23
24
25
26
27
28

PROOF OF SERVICE
(Pursuant to CCP §§ 1013(a)(1) and 2015.5)

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, CA 92504.

On May 26, 2026, I caused to be served the foregoing document(s) described as follows:

FIRST AMENDED COMPLAINT

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **By Mail** I deposited such envelope in the mail at Riverside, California. The envelope was mailed with postage thereon fully prepaid.

☐ **By Facsimile** I sent this document via fax to all parties as listed on attached service list, on

☐ **By Overnight Service** I deposited such envelope in a facility regularly maintained by the United Parcel Service for receipt of items for overnight delivery, with overnight delivery expenses prepaid, addressed to the person to be served.

☒ **By Email or Electronic Transmission:** Pursuant to CCP § 1010.6 or an agreement of the parties to accept service by email or electronic transmission, I caused the document(s) to be sent from email address tracie@lmlfirm.com to the persons at the electronic notification address listed in the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was not successful.

☐ **By Certified Mail-Return Receipt Requested** I caused such envelope with postage fully prepaid thereon, to be placed in the United States mail at Riverside, California

☐ **By Personal Service** I caused said document(s) to be personally served by hand on the parties listed on the attached service list.

☒ **State** I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 26, 2026, Riverside, California.

☐ **Federal** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Tracie Chiarito, Declarant

SERVICE LIST

Michael D. Thomas, Esq.
Joseph F. Desiderio, Esq.
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Phone: (949) 885-1360
Michael.Thomas@jacksonlewis.com
Joseph.Desiderio@jacksonlewis.com
Attorneys for Defendant
LUTHERAN SOCIAL SERVICES OF SOUTHERN CALIFORNIA