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FILED
 Superior Court of California
 County of Los Angeles
09/19/2025

David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

Attorneys for Plaintiff Roxana Rivera,
 on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

ROXANA RIVERA, an individual, on behalf
 of herself and others similarly situated,

Plaintiff,

vs.

WAUSAU FINANCIAL SYSTEMS, INC., a
 Minnesota corporation; DELUXE
 CORPORATION, a business entity of
 unknown form; DELUXE, a business entity
 of unknown form; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 25STCV19755

CLASS ACTION

Assigned for All Purposes To:
 Hon. Timothy P. Dillon
 Dept.: 15

Amended As a Matter of Right Pursuant to
 Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability under Labor Code § 226.7;
4. Rest-Break Liability under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code § 245 *et seq.* and 246;
7. Violation of Labor Code § 226(a);
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5;
12. Violation of Business & Professions Code § 17200 *et seq.*
13. Civil Penalties (Lab. Code § 2698, *et seq.*)

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DEMAND FOR JURY TRIAL

1 Plaintiff ROXANA RIVERA (hereinafter “Plaintiff”), on behalf of herself and other
2 similarly situated non-exempt, hourly employees employed by Defendants in California, including
3 those employed as clerical workers, business development workers, service advisors, service
4 technicians, and in similar and related positions (collectively, “Employees”; individually,
5 “Employee”), complains of Defendants, and each of them, as follows:

6 **INTRODUCTION**

7 1. Plaintiff brings this action on behalf of herself and all current and former
8 Employees within the State of California who, at any time from four years prior to the filing of
9 this lawsuit, are or were employed as non-exempt, hourly employees including but not limited to
10 clerical workers, business development workers, service advisors, service technicians and in
11 similar and related positions, by Defendant WAUSAU FINANCIAL SYSTEMS, INC., a
12 Minnesota corporation; DELUXE CORPORATION, a business entity of unknown form;
13 DELUXE, a business entity of unknown form; and DOES 1 through 50, inclusive (all defendants
14 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each
15 of them, violated various provisions of the California Labor Code, relevant orders of the Industrial
16 Welfare Commission (“IWC”), and the California Business & Professions Code, and seeks redress
17 for these violations.

18 2. Plaintiff and the Class members worked as hourly, non-exempt Employees for
19 Defendants. Plaintiff, and upon information and belief other similarly situated Employees, were
20 required to perform work tasks based out of Defendants’ location in Monterey Park, California.
21 Plaintiff was employed by Defendants as a processing specialist with duties that included sorting
22 paperwork, making copies, and generating emails.

23 3. Defendants employed other similarly situated Class members as processing
24 specialists and workers, and in similar and related positions in connection with their business
25 located in Los Angeles County and throughout California. Plaintiff and the other similarly situated
26 Class members worked at Defendants’ behest without being paid all wages due and without being
27 provided all required breaks. More specifically, Plaintiff and the other similarly situated Class
28 members were employed by Defendants and (1) shared similar job duties and responsibilities (2)

1 were subjected to the same policies and practices (3) and endured similar violations at the hands of
2 Defendants as the other Employee Class members who served in similar and related positions.

3 4. Defendants required Plaintiff and the Employees in the Class to work off the clock
4 and failed to record accurate time worked by these Employees, failed to pay them at the
5 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
6 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that
7 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
8 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain
9 under Defendants' control and were not provided with the opportunity to take full uninterrupted
10 and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable
11 paragraphs of the IWC Wage Orders.

12 5. Defendant WAUSAU FINANCIAL SYSTEMS, INC., a Minnesota corporation,
13 and which lists its principal address with the California Secretary of State in Shoreview,
14 Minnesota. It is listed as an active corporation with the Minnesota Secretary of State. Defendant
15 WAUSAU FINANCIAL SYSTEMS, INC. is also listed as the employer on wage statements
16 issued to Plaintiff by Defendants on a biweekly basis, and upon information and belief to other
17 Class members. Defendant DELUXE CORPORATION is a Minnesota business entity of
18 unknown form. DELUXE CORPORATION is also listed as the employer on wage statements
19 issued to Plaintiff by Defendants. Defendant DELUXE is a Minnesota business entity of unknown
20 form. DELUXE is also listed as the employer on wage statements issued to Plaintiff by
21 Defendants.

22 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
23 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
24 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
25 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
26 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
27 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Los Angeles
28 County. Defendants also employ Class members at facilities in Los Angeles County and

1 throughout California.

2 7. The true names and capacities, whether individual, corporate, associate, or
3 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
4 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
5 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
6 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
7 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
8 this Complaint to reflect the true names and capacities of the Defendants designated herein as
9 Does 1 through 50 when their identities become known.

10 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
11 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
12 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
13 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
14 all respects as the employers or joint employers of Employees. Defendants, and each of them,
15 exercised control over the wages, hours or working conditions of Employees, created and
16 implemented the policies and practices that governed the employment of Plaintiff and the Class
17 members and dictated their job duties and responsibilities, or otherwise suffered or permitted
18 Plaintiff and the other Employee Class members to work, or engaged them, thereby creating a
19 common law employment relationship with the Employee Class members. Therefore, Defendants,
20 and each of them, employed or jointly employed the Employee Class members.

21 **FACTUAL BACKGROUND**

22 9. The Employees who comprise the Class, including Plaintiff, are non-exempt
23 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission
24 (“IWC”). During the period of four years prior to the filing of this action through its resolution,
25 they were employed by Defendants and worked in non-exempt positions at the direction of
26 Defendants in the State of California. Plaintiff and the Class members were either not paid by
27 Defendants for all hours worked or were not paid at the appropriate minimum, regular and
28 overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class

1 members all wages due and owing, including by requiring off the clock work, failed to provide
2 meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various
3 provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

4 10. During the course of Plaintiff and the Class members' employment with
5 Defendants, they were not paid all wages they were owed, including for all work performed
6 (resulting in "off the clock" work) and for all their overtime hours worked, and they were not
7 paid at the required rates for overtime. This has resulted in systematic and ongoing violations of
8 the California Labor Code and relevant IWC Wage Orders. Upon information and belief,
9 Defendants employ other non-exempt, hourly employees as processing specialists, and in similar
10 and related positions based out of Defendants' locations in California.

12 11. Defendants' policy and practice of requiring systematic COVID screenings and
13 checks resulted in off the clock time. Plaintiff and Employees were required to go through off-the-
14 clock COVID-related checks consisting of daily temperature checks and weekly COVID testing.
15 This was a tedious process as the testing had to be done for one employee at a time. Plaintiff and
16 Employees were required to go through off-the-clock COVID-related checks consisting of weekly
17 COVID testing, which took place for approximately thirty minutes. Additionally, Defendants paid
18 Plaintiff and the Class members performance-based bonuses also recognized as a company- wide
19 sales bonus at least once a year. To whatever extent Defendant paid this and any other form of
20 remuneration to Employees in the Class, such as shift differentials and the like, Defendants failed
21 to include it in the regular rate used to calculate and pay the overtime that Defendants did pay.

24 12. Plaintiff was therefore not paid for all her hours worked at the required minimum,
25 overtime and double time wage rates due to Defendants' uniformly applied and unlawful policy
26 and practice of requiring her to work off the clock and without pay. Defendants systematically
27 underpaid Plaintiff and the Class members by failing to pay them at the required overtime rates
28 for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a
day at the required double time rate. Upon information and belief, the Class members were bound

1 by similar scheduling and timekeeping policies and endured similar violations at Defendants'
2 hands as Plaintiff.

3 13. Defendants have either failed to maintain timekeeping records for Plaintiff that
4 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants
5 required and the actual hours Plaintiff worked or the breaks she received or have otherwise
6 declined to produce them to Plaintiff in response to a timely and lawful records request. By
7 failing to pay for all hours worked, and by under-recording regular hours to the detriment of the
8 Class members, Defendants have committed knowing and intentional ongoing violations of the
9 record keeping requirements under the Labor Code, including section 1174, by either failing to
10 maintain records or retaining inaccurate ones.

11 14. The failure to pay for all hours worked by Plaintiff and the Class members is and
12 has been a direct consequence of Defendants' unlawful compensation policies and practices,
13 which upon information and belief applied uniformly to the Class members working out of
14 Defendants' dealerships throughout California. As a result of the above-described unlawful
15 requirements to work off the clock, the failure to accurately record all hours worked and pay
16 wages at the correct rates, and the other wage violations they endured at Defendants' hands,
17 Plaintiff and the Class members were not properly paid all wages earned and all wages owed to
18 them by Defendants, including when working more than eight hours in any given day and/or
19 more than forty hours in any given week.

20 15. Therefore, from at least four years prior to the filing of this lawsuit and continuing
21 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
22 hours worked and failing to pay minimum wages for all time worked, as required by California
23 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
24 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
25 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
26 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
27 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

28 16. Defendants also failed to provide Plaintiff and the Class members with their

1 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
2 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
3 provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code
4 and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
5 authorize and permit Plaintiff and the employee Class Members to take all required 10-minute
6 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

7 17. More specifically, Plaintiff worked shifts that entitled her to at least one meal
8 period, but Defendants' managers required Plaintiff and the Class members to attend to job duties.
9 Meal periods were incessantly interrupted by management demands and required job duties and
10 tasks. The heavy workload and management expectations also contributed to Employees working
11 through meal periods or not taking them or taking them late so work could be accomplished or
12 they were required to remain under Defendants' control during meal periods.

13 18. Therefore, meal period violations systematically occurred ongoing throughout all
14 of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period and penalty
15 payment. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to
16 include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the
17 one-hour premium payment. Upon information and belief, the other Class members were
18 subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

19 19. Defendants thus failed to provide all the legally required unpaid, off-duty meal
20 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
21 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
22 members were required to perform work as ordered by Defendants for more than five hours during
23 a shift without receiving compliant meal periods.

24 20. Upon information and belief, Defendants' systems did not automatically generate a
25 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
26 into a work shift or in the event the time punch records reflected a meal period of less than thirty
27 minutes. However, upon information and belief, in the event Defendants did pay any meal period
28 premiums, they did so at the employee's customary regular rate of hourly compensation without

1 including all forms of remuneration in that hourly rate calculation, for example by omitting
2 performance-based bonuses and the like from the rate at which meal premiums were paid.

3 21. As a result, Defendants' failure to provide Plaintiff and the Class members with all
4 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
5 periods is and will be evidenced by Defendants' business records, or lack thereof. As further
6 detailed above, Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at
7 each Employee's effective regular hourly rate of compensation for each meal period or rest break
8 that Defendants failed to provide or deficiently provided.

9 22. Therefore, for at least four years prior to the filing of this action and through to the
10 present, Plaintiff and the Class members were unable to take off-duty breaks or were otherwise not
11 provided with the opportunity to take required breaks as required under the Labor Code and Wage
12 Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Class
13 members were provided with a meal period, it was often untimely or interrupted, or was
14 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
15 Meal period violations thus occurred in one or more of the following manners:

- 16 (a) Class members were not provided full thirty-minute duty free meal periods
17 for work days in excess of five hours and were not compensated one
18 hour's wages in lieu thereof, or were not compensated at the correct
19 regular rate of compensation, all in violation of, among others, Labor Code
20 §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage
21 Order(s);
- 22 (b) Class members were not provided second full thirty-minute duty free meal
23 periods for work days in excess of ten hours;
- 24 (c) Class members were required to work through at least part of their daily
25 meal period(s);
- 26 (d) Meal periods were provided after five hours of continuous work during a
27 shift; and
28

(e) Class members were restricted in their ability to take a full thirty-minute meal period.

23. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to calls and instructions from management and job and customer demands if and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class members to remain under their control during required off-duty rest break times.

24. Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class members worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, she was not permitted to take a second or a third break, and those that were provided were often late and generally interrupted by job duties and requirement.

25. During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Class members were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Class members. Plaintiff and the Employees in the Class were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied

1 policies and practices. Rest period violations therefore arose in one or more of the following
2 manners:

- 3 (a) Class members were required to work without being provided a minimum
4 ten minute rest period for every four hours or major fraction thereof worked
5 and were not compensated one hour of pay at their regular rate of
6 compensation for each workday that a rest period was not provided;
- 7 (b) Class members were not authorized and permitted to take timely rest periods
8 for every four hours worked, or major fraction thereof; and
- 9 (c) Class members were required to remain on-duty during rest periods or
10 otherwise had their rest periods interrupted by work demands.

11 26. Defendants also violated California Labor Code § 246 by not providing all
12 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
13 provides that an Employee who “works in California for the same employer for 30 or more days
14 within a year from the commencement of employment is entitled to paid sick days as specified in
15 this section.” Paid sick time for nonexempt employees shall be calculated in the same manner as
16 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
17 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
18 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
19 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
20 leave to the Class members during the relevant time period, including by failing to provide two
21 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under
22 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
23 enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully
24 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
25 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate
26 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”
27 Plaintiff accordingly seek this relief available for Defendants’ failure to provide Employees with
28 all their required and earned sick days and all their COVID-19 supplemental sick leave in

violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

27. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating vacation pay. Therefore, during times when Plaintiffs and Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

28. As a result of these illegal policies and practices, Defendants also engaged in and enforced the following additional unlawful practices and policies against Plaintiff and the Class members she seeks to represent:

- a. failing to pay all wages owed to Class members who either were discharged, laid off, or resigned in accordance with the requirements of Labor Code §§ 201, 202, 203;
- b. failing to pay all wages owed to the Class members twice monthly in accordance with the requirements of Labor Code § 204;
- c. failing to pay Class members all wages owed, including all meal and rest period premium wages, and failing to pay them at the regular rate of compensation;
- d. failing to maintain accurate records of Class members' hours worked and earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of the applicable IWC Wage Orders; and
- e. failing to produce timekeeping records in response to Plaintiff's timely and lawful request to receive them under these authorities.

29. Defendants have also consistently failed to provide Class members with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,

1 including by the above-described requirement of off the clock work, failure to pay all overtime
2 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
3 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
4 miscalculating any overtime or meal period or rest break premium wages and by the systematic
5 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
6 difficult to account with precision for the unlawfully withheld wages and meal and rest period
7 compensation owed to Plaintiff and the Class, during the liability period, including because they
8 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
9 and because they did not implement and preserve a record-keeping method as required for non-
10 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
11 California Wage Orders. Upon information and belief, time clock punches were not maintained or
12 were not accurately maintained for work shifts and meal periods. Defendants also failed to
13 accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff
14 and the Class members, including by failing to pay all overtime hours at the correctly calculated
15 overtime premium rate.

16 30. Defendants also provided Plaintiff and the Class members with wage statements
17 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
18 For the same reasons as explained above, Plaintiff and the Class members were provided with
19 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
20 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants
21 miscalculated meal and rest break premiums, and sick time if and when they did pay them.
22 Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants
23 were aware that Plaintiff and the Class members worked more total hours than were reflected on
24 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.
25 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
26 the actual hours they worked in total during a pay period and the rates they were paid for those
27 hours worked.

28 31. Defendants have thus also failed to comply with Labor Code § 226(a) by

inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class members, along with the appropriate applicable rates, among other requirements. Plaintiff and Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

32. Defendants also required Plaintiff and the Class members to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of

33. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.4, 226.7, 245, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, and 2802 and California Code of Regulations, Title 8, section 11000 *et seq.*

34. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

35. Plaintiff brings this class action on behalf of herself and all others similarly situated

pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” This includes clerical workers, business development workers, service advisors, service technicians, and those in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee’s regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee’s regular rate of pay for their sick pay wages.

e. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

f. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

g. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

h. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants’ policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

1 i. Subclass 8. Termination Pay Subclass. All Class members who, within the
2 applicable limitations period, either voluntarily or involuntarily separated from their employment
3 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
4 termination.

5 j. Subclass 9. Failure To Produce Requested Employment Records Subclass. All
6 Class members who, within the applicable limitations period, were denied the right to inspect and
7 receive all of their payroll records, timecards, and personnel records.

8 k. Subclass 10. Payroll Records Subclass. All Class members who were subject to
9 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
10 by California wage-and-hour laws.

11 l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
12 result of Defendants' business acts and practices, to the extent such acts and practices are found to
13 be unlawful, deceptive, and/or unfair.

14 36. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
15 modify the class description with greater particularity or to provide further division into subclasses
16 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
17 against Defendants, the Class Period should be adjusted accordingly.

18 37. Defendants, as a matter of company policy, practice and procedure, and in violation
19 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
20 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
21 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
22 worked by the Plaintiff and the other members of the Class, even though Defendants enjoyed the
23 benefit of this work, required Employees to perform this work and permitted or suffered to permit
24 this work. Defendants have uniformly denied these Class members wages to which these
25 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
26 order to unfairly cheat the competition and unlawfully profit.

27 38. This action has been brought and may properly be maintained as a class action
28 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community

1 of interest in this litigation and the proposed Class is easily ascertainable from the employment
2 records for Plaintiff and the Class members that Defendants are required to maintain under
3 California law.

4 **A. Numerosity**

5 39. The potential members of the class as defined are so numerous that joinder of all
6 the member of the class is impracticable. While the precise number of class member has not been
7 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
8 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
9 Class definition within the State of California. Plaintiff alleges that Defendants' employment
10 records will provide information as to the number and location of all Class members.

11 **B. Commonality**

12 40. There are questions of law and fact common to the Class that predominate over any
13 questions affecting only individual Class members. The common questions are numerous and
14 substantial and flow from Defendants' uniform policies and/or practices of violating the California
15 Labor Code addressed above. As such, these common questions predominate over individual
16 questions concerning each individual Class Member's showing as to his or her eligibility for
17 recovery or as to the amount of damages. These common questions of law and fact include:

- 18 a. Whether Defendants failed to pay Employees minimum wages;
- 19 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 20 c. Whether Defendants failed to pay Employees overtime as required under Labor
21 Code § 510;
- 22 d. Whether Defendants failed to pay Employees vacation wages as required under
23 Labor Code § 227.3;
- 24 e. Whether Defendants failed to pay Employees sick pay as required under Labor
25 Code § 245;
- 26 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
27 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
28 premium pay in lieu thereof;

- 1 g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
2 Orders, by failing to authorize and permit Employees to take requisite rest breaks
3 or provide premium pay in lieu thereof;
- 4 h. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
5 providing employees with all required sick days and COVID-19 supplemental sick
6 leave;
- 7 i. Whether Defendants violated Labor Code § 226(a) by providing Employees with
8 inaccurate wage statements;
- 9 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
10 wages and compensation due and owing at the time of termination of employment;
- 11 k. Whether Defendants' conduct was willful;
- 12 l. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the
13 IWC Wage Orders by failing to maintain accurate records of Class members'
14 earned wages and work periods;
- 15 m. Whether Defendants violated Labor Code § 1194 by failing to compensate all
16 Employees during the relevant time period for all hours worked, whether regular or
17 overtime;
- 18 n. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
19 wages earned at least twice monthly;
- 20 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- 21 p. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and
- 22 q. Whether Employees are entitled to equitable relief pursuant to Business and
23 Professions Code § 17200 *et seq.*

24 **C. Typicality**

25 41. The claims of the named plaintiff are typical of those of the other Employees. The
26 Employee Class members all sustained injuries and damages arising out of and caused by
27 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
28 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for

1 the off the clock work and meal and rest violations she was required to endure are typical of those
2 of the other Class members.

3 **D. Adequacy of Representation**

4 42. Plaintiff will fairly and adequately represent and protect the interest of the
5 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
6 experienced and competent in litigating employment class actions.

7 **E. Superiority of Class Action**

8 43. A class action is superior to other available means for the fair and efficient
9 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
10 questions of law and fact common to all Employees predominate over any questions affecting only
11 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
12 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

13 44. As to the issues raised in this case, a class action is superior to all other methods for
14 the fair and efficient adjudication of this controversy, as joinder of all Class members is
15 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
16 members. Further, as the economic or other loss suffered by vast numbers of Class members may
17 be relatively small, the expense and burden of individual actions makes it difficult for the Class
18 members to individually redress the wrongs they have suffered. Moreover, in the event
19 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
20 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
21 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
22 to vindicate their rights for violations they endured which they would otherwise be foreclosed
23 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

24 45. Class action treatment will allow those persons similarly situated to litigate their
25 claims in the manner that is most efficient and economical for the parties and the judicial system.
26 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
27 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
28 set forth the subject and nature of the instant action. The Defendants' own business records can be

utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notice is required additional media and/or mailings can be used.

46. Defendants, as prospective and actual employers of the Employees in the Class, had a special fiduciary duty to disclose to prospective Class members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon the similarly situated Employees as well as the effect of any alleged arbitration agreements that may have been forced upon them. In addition, Defendants knew they possessed special knowledge about pay practices and policies, most notably intentionally refusing to pay for all hours actually worked which should have been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements and policies and practices on the Employees and Class as a whole.

47. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury, right to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation were tolled until such time as Plaintiff and the Class members discovered their claims.

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

48. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

49. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and customers and by paying what should have been overtime hours as regular hours. Defendants'

1 uniformly applied policies required systematic off the clock work and underpayment of all wages
2 owed to Employees over a period of time, while benefiting Defendants. During the relevant time
3 period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class
4 members, including by requiring systematic off the clock work. To the extent any local wage
5 ordinances were also applicable to paying the employees an hourly rate above the minimum
6 wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform
7 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
8 Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
9 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

10 50. In California, employees must be paid at least the applicable state minimum wage
11 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
12 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
13 California Labor Code § 204, other applicable laws and regulations, and public policy, an
14 employer must timely pay its employees for all hours worked. Defendants failed to do so.

15 51. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
16 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
17 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
18 applicable minimum wage rate fixed by the commission for work during the relevant period is
19 found in the Wage Orders.

20 52. The minimum wage provisions of California Labor Code are enforceable by private
21 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
22 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
23 overtime compensation applicable to the employee is entitled to recover in a civil action the
24 unpaid balance of the full amount of this minimum wage or overtime compensation, including
25 interest thereon, reasonable attorney's fees and costs of suit."

26 53. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
27 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
28 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage

1 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
2 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
3 the absence of a contractually agreed upon one.

4 54. In committing these violations of the California Labor Code, Defendants
5 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
6 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
7 time worked by Plaintiff and other members of the Class, including by requiring off the clock
8 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
9 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
10 Welfare Commission requirements and other applicable laws and regulations. As a result of these
11 violations, Defendants also failed to timely pay all wages earned in accordance with California
12 Labor Code § 1194.

13 55. California Labor Code § 1194.2 also provides for the following remedies: “In any
14 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
15 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
16 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

17 56. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
18 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
19 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
20 pay each employee minimum wages.

21 57. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
22 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
23 interest thereon.

24 58. Defendants have the ability to pay minimum wages for all time worked and have
25 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
26 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

27 59. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
28 (including double minimum wages) and local wage ordinance wages and liquidated damages in an

1 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's
2 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other
3 members of the Class further request recovery of all unpaid wages, according to proof, interest,
4 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
5 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
6 wage compensation is determined to be owed to the Class members who have terminated their
7 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
8 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
9 which penalties are sought herein on behalf of these Class members. Defendants' failure to timely
10 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
11 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
12 alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Class
13 members are entitled to seek and recover statutory costs.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

16 **(Against All Defendants)**

17 60. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 61. California Labor Code § 1194 provides that "any employee receiving less than the
20 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
21 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
22 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
23 may be maintained directly against the employer in an employee's name without first filing a
24 claim with the Division of Labor Standards and Enforcement.

25 62. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
26 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
27 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
28 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)

1 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
2 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
3 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
4 work in a workweek.

5 63. Defendants had a consistent policy of not paying Employees wages for all hours
6 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
7 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
8 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
9 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
10 clock work, as detailed above.

11 64. Defendants thus had a consistent policy of not paying Employees wages for all
12 hours worked, including hours at their required regular, overtime, and double-time rates.
13 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
14 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
15 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the
16 Class members all earned and owed straight time and overtime wages and other benefits, in
17 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
18 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
19 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
20 employees to work through meal periods or remain under Defendants' control when they were
21 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
22 respond to work demands.

23 65. Therefore, Employees were not properly compensated, nor were they paid overtime
24 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
25 Based on information and belief, Defendants did not make available to Employees a reasonable
26 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
27 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
28 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated

1 Class members to work through meal periods when they were required to be clocked out or to
2 otherwise work off the clock to complete their daily job duties.

3 66. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
4 regular wages owed and overtime compensation for all hours worked, as required by California
5 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
6 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
7 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

8 67. Additionally, Labor Code § 558(a) provides "any employer or other person acting
9 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
10 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
11 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
12 pay period for which the employee was underpaid in addition to an amount sufficient to recover
13 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
14 underpaid employee for each pay period for which the employee was underpaid in addition to an
15 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
16 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
17 this section are in addition to any other civil or criminal penalty provided by law." Defendants
18 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
19 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
20 Code § 558.

21 68. Defendants' failure to pay compensation in a timely fashion also constituted a
22 violation of California Labor Code § 204, which requires that all wages shall be paid
23 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
24 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
25 and overtime compensation earned by Employees. Each such failure to make a timely payment of
26 compensation to Employees constitutes a separate violation of California Labor Code § 204.

27 69. Employees have been damaged by these violations of California Labor Code §§
28 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under

1 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
2 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
3 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
4 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
5 any order or ruling of the commission.”

6 70. Consequently, pursuant to the California Labor Code, including Labor Code §§
7 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
8 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
9 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
10 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
11 against Defendants, and each of them, and any additional sums as provided by the Labor Code
12 and/or other statutes.

13 **THIRD CAUSE OF ACTION**

14 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

15 **(Against All Defendants)**

16 71. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 72. Employees regularly worked shifts greater than five (5) hours and in some
19 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
20 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
21 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
22 for a shift of more than ten (10) hours without providing him or her with a second meal period of
23 not less than thirty (30) minutes.

24 73. Defendants failed to provide Employees with meal periods as required under the
25 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
26 to work or to otherwise remain under Defendants’ control during meal periods, or Defendants
27 provided them after Employees worked beyond the fifth hour of their shifts or Employees
28 otherwise had them shortened and interrupted by work demands and requirements to perform off

1 the clock work and remain under Defendants' control. Defendants also unlawfully combined meal
2 periods with rest breaks. Furthermore, upon information and belief, on the occasions when
3 Employees worked more than ten hours in a given shift, they did so without receiving a second
4 uninterrupted thirty-minute meal period as required by law.

5 74. Defendants thus failed to provide Plaintiff and the Class members with meal
6 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
7 including by not providing them with the opportunity to take meal breaks, by providing them late
8 or for less than thirty minutes, or by requiring them to perform work during breaks.

9 75. Moreover, Defendants failed to compensate Employees for each meal period not
10 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
11 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
12 employee a meal period in accordance with this section, the employer shall pay the employee one
13 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
14 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
15 period premiums, they upon information and belief underpaid them by miscalculating the regular
16 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
17 compensate the Employees in the Class for each meal period not provided or inadequately
18 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
19 Wage Order.

20 76. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
21 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
22 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
23 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
24 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
25 other statutes and applicable IWC Wage Order paragraphs.

26 **FOURTH CAUSE OF ACTION**

27 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

28 **(Against All Defendants)**

1 77. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
2 full herein.

3 78. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
4 provide that employers must authorize and permit all employees to take rest periods at the rate of
5 ten minutes net rest time per four (4) work hours.

6 79. Employees consistently worked consecutive four hour shifts and were generally
7 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
8 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
9 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
10 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
11 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
12 to schedule or otherwise authorize and permit Plaintiff and the Class members to take lawful rest
13 breaks. Employees were often required to work or to otherwise remain under Defendants' control
14 during rest periods, including by responding to work requirements, and had breaks provided
15 untimely as a result of the above described off the clock work. Plaintiff and the Class members
16 were also not permitted to leave their work premises during rest breaks.

17 80. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
18 Orders provide that if an employer fails to provide an employee rest period in accordance with this
19 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
20 compensation for each workday that the rest period is not provided. Defendants failed to do so.

21 81. Defendants, and each of them, have therefore intentionally and improperly denied
22 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
23 paragraph 12 of the applicable IWC Wage Orders.

24 82. Defendants failed to authorize and permit Plaintiff and the Class members to take
25 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
26 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
27 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
28 12 and 20 of the applicable IWC Wage Orders.

1 83. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
2 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
3 of wages at their effective hourly rates of pay for each day worked without the required rest
4 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
5 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

6
7 **FIFTH CAUSE OF ACTION**
8 **FAILURE TO PAY VACATION WAGES**
9 **(Against All Defendants)**

10 84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 85. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
13 employment policy provides for paid vacation and an employee is terminated without having
14 taken off his vested vacation time, all vested vacation shall be paid to her as wages at her final rate
15 in accordance with said contract of employment or policy respecting eligibility or time served.

16 86. Defendants paid nondiscretionary commissions, incentive pay, and/or
17 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
18 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

19 87. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant
20 to Labor Code § 227.3.

21 **SIXTH CAUSE OF ACTION**
22 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**
23 **(Against All Defendants)**

24 88. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 89. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
27 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
28 times relevant, Defendants have failed compute the amount due for paid sick time in conformance

1 with the pay calculation under California Labor Code § 246(1).

2 90. Defendants paid nondiscretionary commissions, incentive pay, and/or
3 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
4 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
5 calculating the amount of paid sick time due when sick time is used according to the requirements
6 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
7 rate, in violation of the law.

8 91. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
9 Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

10
11 **SEVENTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 226(a)**
13 **(Against All Defendants)**

14 92. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 93. California Labor Code § 226(a) requires an employer to furnish each of his or her
17 employees with an accurate, itemized statement in writing showing the gross and net earnings,
18 total hours worked, and the corresponding number of hours worked at each hourly rate; these
19 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
20 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
21 statements may be given to the employee separately from the payment of wages; in either case the
22 employer must give the employee these statements twice a month or each time wages are paid.

23 94. Defendants failed to provide Plaintiff and the similarly situated Employee Class
24 members with accurate itemized wage statements in writing, as required by the Labor Code and
25 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
26 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
27 including for all overtime and double time hours worked and for deficient meal periods and rest
28 breaks, all of which Defendants knew or reasonably should have known were owed to the

1 Employees, as alleged above.

2 95. Throughout the liability period, Defendants intentionally failed to furnish to
3 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
4 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
5 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
6 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
7 the employee and only the last four digits of his or her social security number or an employee
8 identification number other than a social security number, (8) the name and address of the legal
9 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
10 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
11 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
12 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
13 members with such timely and accurate wage and hour statements.

14 96. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
15 and intentional failure to provide them with the wage and hour statements as required by law and
16 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
17 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
18 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
19 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
20 wage statement alone one or more of the following: (i) The amount of the gross wages or net
21 wages paid to the employee during the pay period or any of the other information required to be
22 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
23 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net
24 wages paid to the employee during the pay period, (iii) The name and address of the employer
25 and, (iv) The name of the employee and only the last four digits of his or her social security
26 number or an employee identification number other than a social security number. For purposes
27 of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an
28 objective standard] would be able to readily ascertain the information without reference to other

documents or information.

97. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

98. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the Class suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

99. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award of costs and reasonable attorneys’ fees.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

100. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

101. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in

1 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
2 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
3 during which the labor was performed, and labor performed between the 16th and the last day,
4 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
5 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
6 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
7 calendar days following the close of the payroll period.” As detailed above, Defendants
8 maintained a consistently applied policy and practice of not paying all wages earned between the
9 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
10 between the 16th and the last day of the month between the 1st and 10th day of the following month.
11 Defendants similarly failed to pay all wages earned by not more than seven calendar days
12 following the close of the payroll period.

13 102. All wages due and owing to Plaintiff and the Class members, including as required
14 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
15 required by Labor Code § 1194 and other sections became due and payable to each employee in
16 each pay period that he or she was not provided with a meal period or rest period or paid straight
17 or overtime wages to which he or she was entitled.

18 103. Defendants violated Labor Code § 204 by systematically refusing to timely pay
19 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
20 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
21 payday for the period involved, not less than the applicable minimum wage for all hours worked in
22 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
23 hours than those fixed by the order or under conditions of labor prohibited by the order is
24 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
25 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
26 penalties under paragraph 20 of the applicable IWC Wage Orders.

27 104. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
28 represent have been deprived of wages in amounts to be determined at trial, and they are entitled

1 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
2 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
3 applicable IWC Wage Orders.

4 **NINTH CAUSE OF ACTION**
5 **VIOLATION OF LABOR CODE § 203**
6 **(Against All Defendants)**

7 105. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 106. Plaintiff and numerous Class members are no longer employed by Defendants; they
10 either quit Defendants' employ or were fired therefrom.

11 107. Defendants failed to pay these Employees all wages due and certain at the time of
12 termination or within seventy-two hours of resignation.

13 108. The wages withheld from these Employees by Defendants remained due and owing
14 for more than thirty days from the date of separation from employment.

15 109. Defendants thus failed to pay Plaintiff and the Class members without abatement,
16 all wages as defined by applicable California law. Among other things, these Employees were not
17 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
18 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
19 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
20 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
21 required time was willful within the meaning of Labor Code § 203.

22 110. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
23 are required "to pay each employee, on the established payday for the period involved, not less
24 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
25 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
26 or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members
27 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
28 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable

1 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
2 Defendants are subject to a fine of not less than \$100 for causing Employees “to work for longer
3 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
4 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
5 “violates...any provision of this chapter or any order or ruling of the commission.”

6 111. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
7 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
8 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
9 shall continue until paid for up to thirty (30) days from the date they were due.

10 **TENTH CAUSE OF ACTION**

11 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

12 **(Against All Defendants)**

13 112. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 113. California Labor Code § 1174 requires that all employers shall keep accurate time
16 and wage records for all employees. California Labor Code § 1174.5 further requires that any
17 employee suffering injury due to a willful violation of the aforementioned obligations may seek
18 damages, including civil penalties, from the employer.

19 114. During the course of Plaintiff’s and Employees’ employment, Defendants
20 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
21 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
22 premium pay as discussed above and failing to document and pay for actual hours worked.

23 115. Defendants are also required by the California Labor Code § 1198 and the
24 applicable Wage Order to maintain a tracking system that accurately records the times during
25 which Employees work.

26 116. Defendants have maintained a common unlawful policy and practice of failing to
27 accurately record all hours worked and all meal period start and end times.

28 117. Defendants’ failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them.

2 118. Accordingly, Defendants are liable for civil penalties pursuant to the California
3 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

4 **ELEVENTH CAUSE OF ACTION**

5 **FAILURE TO PRODUCE REQUESTED RECORDS, LABOR CODE §§ 226 and 1198**

6 **(Against All Defendants)**

7 119. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 120. Pursuant to California Labor Code § 226, current and former employees have the
10 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
11 request to their employer. Under this statute, an employer that receives a request to inspect or
12 receive a copy of records pertaining to a current or former employee must comply with the request
13 as soon as practicable, but no later than twenty-one calendar days from the date of the request.

14 121. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
15 or his or her representative, has the right to inspect and receive a copy of the personnel records
16 that the employer maintains relating to the employee's performance or to any grievance concerning
17 the employee. Under this statute, upon written request from a current or former employee or his or
18 her representative, an employer must make the contents of those personnel records available for
19 inspection or provide a copy of the personnel records to the current or former employee, or his or
20 her representative, not later than thirty calendar days from the date the employer receives the
21 written request, subject to some limited exceptions. Failure to comply with these requests allows
22 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
23 226(f).

24 122. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
25 produce the required records requested by Plaintiff.

26 123. Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to
27 a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

28 124. Pursuant to California Labor Code § 226(f), Plaintiff is entitled to a penalty of

1 seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other
2 Class members similarly situated are similarly entitled.

3 **TWELFTH CAUSE OF ACTION**
4 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
5 **(Against All Defendants)**

6 125. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
7 in full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
8 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
9 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
10 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
11 the public interest within the meaning of Code of Civil Procedure § 1021.5.

12 126. Plaintiff is a “person” within the meaning of Business & Professions Code
13 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
14 injunctive relief, restitution, and other appropriate equitable relief.

15 127. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
16 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
17 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
18 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
19 Class members for all hours worked, due to systematic business practices as alleged herein that
20 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
21 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
22 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
23 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

24 128. Wage-and-hour laws express fundamental public policies. Paying employees their
25 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
26 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
27 vigorously to enforce minimum labor standards, to ensure that employees are not required or
28 permitted to work under substandard and unlawful conditions, and to protect law-abiding

1 employers and their employees from competitors who lower costs to themselves by failing to
2 comply with minimum labor standards.

3 129. Defendants have violated statutes and public policies. Through the conduct alleged
4 in this Complaint Defendants have acted contrary to these public policies, have violated specific
5 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
6 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
7 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
8 privileges guaranteed to all employees under the law.

9 130. Defendants' conduct, as alleged above, constitutes unfair competition in violation
10 of the Business & Professions Code § 17200 *et seq.*

11 131. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
12 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
13 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
14 violates the Business & Professions Code § 17200 *et seq.*

15 132. By the conduct alleged herein, Defendants have engaged and continue to engage in
16 a business practice which violates California and federal law, including but not limited to, the
17 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
18 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
19 Court should issue declaratory and other equitable relief pursuant to California Business &
20 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
21 constitute unfair competition, including restitution of wages wrongfully withheld.

22 133. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

24 134. Unless restrained by this Court Defendants will continue to engage in such
25 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
26 should make such orders or judgments, including the appointment of a receiver, as may be
27 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
28 deceptive practice prohibited by the Business & Professions Code, including but not limited to

1 the disgorgement of such profits as may be necessary to restore Employees to the money
2 Defendants have unlawfully failed to pay.

3 **THIRTEENTH CAUSE OF ACTION**

4 **CIVIL PENALTIES**

5 **(Lab. Code §§ 2698, *et seq.*)**

6 135. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

7 136. During the applicable limitations period, Defendants have violated Labor Code §§
8 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 226.8, 227.3, 246, 510, 512, 515, 558, 558.1,
9 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

10 137. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
11 **Error! Reference source not found.** and other current and former employees, to bring a
12 representative civil action to recover civil penalties pursuant to the procedures set forth in Labor
13 Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code
14 of Civil Procedure section 382.

15 138. Plaintiff, a former employee against whom Defendants committed one or more of
16 the alleged Labor Code violations during the applicable limitations period, is an aggrieved
17 employee within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as
18 a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly
19 employees of Defendants within the state of California from one year prior to the date of this letter
20 and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to
21 herein as “Aggrieved Employees”)

22 139. Plaintiff has complied with the procedures for bringing suit specified in Labor
23 Code § 2699.3. On July 3, 2025, Notice was provided to the California Labor & Workforce
24 Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing
25 Plaintiff with any notice of an intent to investigate.

27 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
28 Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved
Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
2 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 212, 213, 223, 226.7,
3 226(a), 226.8, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 4 i. For violations of Labor Code §§ 201, 202, 203, 213, 212, 226.7, 227.3, 246
5 1174, 1194, 1198 and 2802, one hundred dollars (\$100) for each employee
6 per pay period for each initial violation and two hundred dollars (\$200) for
7 each employee per pay period for each subsequent violation (penalties set by
8 Labor Code § 2699(f)(2));
- 9 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
10 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 11 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
12 employee for each initial violation that was neither willful nor intentional,
13 two hundred dollars (\$200) for each employee, plus a percentage of the
14 amount unlawfully withheld from each employee to be determined per Labor
15 Code § 2699, for each initial violation that was either willful or intentional,
16 and two hundred dollars (\$200) for each employee, plus a percentage of the
17 amount unlawfully withheld from each employee to be determined per Labor
18 Code § 2699, for each subsequent violation, regardless of whether the
19 subsequent violation was either willful or intentional (penalties set by Labor
20 Code § 210);
- 21 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
22 employee for each initial violation that was neither willful nor intentional,
23 two hundred dollars (\$200) for each employee, plus a percentage of the
24 amount unlawfully withheld from each employee to be determined per Labor
25 Code § 2699, for each initial violation that was either willful or intentional,
26 and two hundred dollars (\$200) for each employee, plus a percentage of the
27 amount unlawfully withheld from each employee to be determined per Labor
28 Code § 2699, for each subsequent violation, regardless of whether the

subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

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

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

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

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

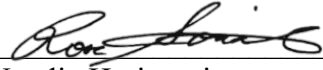
1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;

3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;
9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
10. For penalties pursuant to Labor Code § 227.3, as may be proven;
11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
12. For penalties pursuant to Labor Code § 1174.5, as may be proven;
13. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;
14. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
15. For penalties pursuant to Labor Code § 2699, as may be proven;
16. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
17. For other wages and penalties under the Labor Code as may be proven;
18. For all general, special, and incidental damages as may be proven;

- 1 19. For an award of pre-judgment and post-judgment interest;
2 20. For an award providing for the payment of the costs of this suit;
3 21. For an award of attorneys' fees; and
4 22. For such other and further relief as this Court may deem proper and just.

5
6 DATED: September 19, 2025

D.LAW, INC.

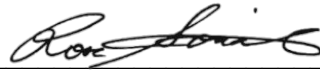
7
8 By 
9 Natalie Haritonian
10 Rose Sorial
11 Attorneys for Plaintiff
12 Roxana Rivera and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: September 19, 2025

D.LAW, INC.

By 
Natalie Haritonian
Rose Sorial
Attorneys for Plaintiff
Roxana Rivera and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd, Suite 840, Glendale, CA 91203.

Jody A. Landry, Bar No. 125743
jlandry@littler.com
 Joshua D. Levine, Bar No. 239563
jdlevine@littler.com
 LITTLER MENDELSON, P.C.
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[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with 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 1 day after date of deposit for mailing in affidavit.

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

Executed on September 19, 2025, at Glendale, California.

Anuvir K Purewal