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PORSCHE SHAMAYA BALTAZAR COLLINS,
on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

MARGARET TAAMU and PORSCHE
SHAMAYA BALTAZAR COLLINS,
individuals, on behalf of themselves and others
similarly situated,

Plaintiffs,

vs.

JOHN MUIR HEALTH, a California nonprofit
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: C25-02053

CLASS ACTION

Assigned for All Purposes To:

Hon. Edward Weil

Dept.: 39

**FIRST AMENDED CLASS 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. Violation of Labor Code § 226(a)
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Violation of Labor Code § 245 and § 246;
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
11. Failure to Provide Suitable Seating Under Labor Code § 1198;
12. Violation of Business & Professions Code § 17200 et seq.
13. Penalties Under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Original Complaint Filed: July 17, 2025

Trial Date: None Set

1 Plaintiff MARGARET TAAMU and PORSCHE SHAMAYA BALTAZAR COLLINS
2 (hereinafter “Plaintiffs”), on behalf of themselves and all other similarly situated non-exempt,
3 hourly employees employed by Defendants within the state of California during the relevant time
4 period (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each
5 of them, as follows:

6 **INTRODUCTION**

7 1. Plaintiffs bring this action on behalf of themselves and all current and former
8 Employees within the State of California who, at any time four years prior to the filing of this
9 lawsuit, are or were employed as non-exempt, hourly employees by Defendants JOHN MUIR
10 HEALTH, a California Nonprofit Corporation, and DOES 1 through 50 (all defendants being
11 collectively referred to herein as “Defendants”). Plaintiffs allege that Defendants, and each of them,
12 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare
13 Commission (IWC), and California Business & Professions Code, and seeks redress for these
14 violations.

15 2. Plaintiffs and the Class members worked as hourly, non-exempt Employees for
16 Defendants in positions generally pertaining to providing health care services to Defendants’
17 patients. Plaintiffs, and upon information and belief other similarly situated Employees, were
18 required to perform various work tasks and services at Defendants’ medical center in Walnut Creek,
19 California. Plaintiffs have resided in Solano County, California and was employed by Defendants
20 throughout her employment based out of Defendants’ medical center in Walnut Creek in Contra
21 Costa County, California.

22 3. Defendant John Muir Health lists its principal address in Walnut Creek, Contra
23 Costa County, California with the California Secretary of State. The wage statements issued to
24 Plaintiffs list John Muir Health as her employer with an address in Walnut Creek, California.

25 4. Defendant’s website explains John Muir Health is: “A leader in health care in the
26 San Francisco Bay Area, John Muir Health is a not-for-profit integrated system of doctors, hospitals
27 and other services. We make a commitment to provide the highest quality patient care to our patients
28 every day through the contributions of our physicians, employees and volunteers.” It further

1 explains: “John Muir Health includes two of the largest medical centers in Contra Costa County:
2 John Muir Health Walnut Creek Medical Center, a 554-licensed bed medical center that serves as
3 Contra Costa County's only designated trauma center; and John Muir Health Concord Medical
4 Center, a 244-licensed bed medical center in Concord. Together, they are recognized as preeminent
5 centers for neurosciences, orthopedics, cancer care, cardiovascular care and high-risk obstetrics.”
6 Additionally, according to the Secretary of State, John Muir Health – Walnut Creek Medical Center
7 is not listed as a separate entity from John Muir Health that is authorized to do business in California.
8 Furthermore, a logo entitled “John Muir Health” is included on Plaintiff’s wage statements, and
9 “John Muir Health – Walnut Creek Medical Center” is listed as the employer on wage statements
10 issued to Plaintiffs, with the following address: 1601 Ygnacio Valley Road, Walnut Creek,
11 California 94598. In light of this information, Plaintiffs therefore assert that John Muir Health also
12 does business in California as John Muir Health – Walnut Creek Medical Center.

13 5. Plaintiffs and the other similarly situated Class members were generally asked to
14 perform and engage in similar and related services tasks for Defendants’ and at the behest of
15 Defendants and their managers. They consistently worked without being paid all wages due and
16 without being provided all required breaks. More specifically, Plaintiffs and the other similarly
17 situated Class members were employed by Defendants and shared similar job duties and
18 responsibilities, were subjected to the same policies and practices, and endured similar violations at
19 the hands of Defendants as the other Class members who served in similar and related positions.

20 6. Defendants required Plaintiffs and the Employees in the Class to work off-the-
21 clock and failed to record accurate time worked by these Employees, failed to pay them at the
22 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
23 resignation, and provided Plaintiffs and the Class members with inaccurate wage statements that
24 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
25 Plaintiffs and the Class with lawful meal and rest periods, as Employees were required to remain
26 under Defendants’ control and were not provided with the opportunity to take full uninterrupted and
27 duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs
28 of the IWC Wage Orders.

1 7. This Court has jurisdiction over this Action pursuant to California Code of Civil
2 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
3 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
4 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
5 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
6 liabilities giving rise to this lawsuit occurred, at least in part in Contra Costa County where
7 Defendants operate its medical center. Defendants list their address with the California Secretary of
8 State in Contra Costa County.

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

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

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FACTUAL BACKGROUND

10. The Employees who comprise the Class, including Plaintiffs, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). Upon information and belief, their employment has not been governed under any collective bargaining agreements. During the period of four years prior to the filing of this action through its resolution, Plaintiffs and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiffs also contend that Defendants failed to pay Plaintiffs and the Class members all wages due and owing, including by requiring off-the-clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

11. During the course of Plaintiffs and the Class members’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off-the-clock” work) and for all their overtime hours worked. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees in positions including providing food and other services to patients and staff, medical receptionists, medical assistants, patient call representatives, registered nurses, nurse practitioners, therapists, technologists, technicians, pathologists, sonographers, and in similar and related duties relevant to providing health care services to Defendants’ patients at their medical center locations in California.

12. Plaintiff Taamu worked as a food server with duties that included serving food to patients and staff, washing dishes, assisting patients and patients’ family and friends, delivering and retrieving food carts to and from the different floors of the hospital, and clean up duties such as picking up and taking out trash, among other tasks. Plaintiff Taamu was generally scheduled to work shifts of eight hours and typically worked the morning shift from 6:00 a.m. through 2:30 p.m., between 32-40 hours per week, and four to five days per week.

13. Plaintiff Collins worked as a Certified Nursing Assistant (CNA) and her duties included caring for patients by assisting with daily needs, and supporting nurses with medical tasks.

1 Plaintiff Collins generally worked an alternative workweek schedule consisting of three 12-hour
2 shifts per week, from 7:00 p.m. to 7:00 a.m., for approximately 36 hours per week.

3 14. Plaintiffs generally worked more than their scheduled hours due to off-the-clock
4 work they were required to perform. On many occasions, Plaintiffs worked shifts over eight hours
5 to be paid at overtime premium rates. However, Plaintiffs were required by Defendants to endure
6 substantial off-the-clock work before and after her scheduled shift hours. Moreover, Plaintiffs
7 worked more hours than they were scheduled and paid for, including hours worked before and after
8 their work shifts and during their meal and rest breaks, which were interrupted or not provided due
9 to work demands and understaffing.

10 15. Defendants' policy and practice of requiring systematic off-the-clock work flowed
11 from their unlawful timekeeping procedures. Defendants required timekeeping entries to be inputted
12 into the company time clock by Employees. While Defendants required time punch records for shift
13 start and end times and meal period beginning and end times, they were generally not recorded
14 contemporaneously with the actual hours worked. Upon arriving to the medical center, Plaintiff
15 Taamu would usually made her way to the time clock that was located near the cafeteria, inside the
16 medical center. However, on many occasions, Plaintiff Taamu had to wait in line by the time clock
17 prior to being allowed to clock back in from lunch. Despite there being more than a one time clock,
18 they were located far apart from each other, resulting in Plaintiff Taamu and the Class members
19 having to incur several minutes a day waiting to clock in or having to walk further to utilize a
20 different time clock where they were subjected to additional wait time. Defendants thus compelled
21 Plaintiff Taamu to endure substantial off-the-clock work before and after her scheduled shift hours.

22 16. As to Plaintiff Collins's, she was not allowed to clock in until she reached the time
23 clocks located on her unit floor at Defendant's premises. Further, Plaintiff Collins's would
24 occasionally be assigned to different unit floors, but would not be able to clock in for the start of her
25 shift until after she arrived at that unit floor. These instances would delay Plaintiff Collin's ability
26 to accurately record her time entries at the exact time she began working. Upon information and
27 belief, the Class members were subjected to the same or similar clock-in delays and endured similar
28 clock-in delays and similar timekeeping violations at Defendants' hands as Plaintiff Collins.

1 17. Due to Defendants' uniformly applied policies, the Class members therefore
2 experienced violations similar to Plaintiffs. These include requiring off-the-clock work in the form
3 of time worked before and after scheduled shifts and during breaks. Some of these tasks required by
4 Defendants also occurred before the Class members clocked into Defendants' timekeeping system
5 and after they clocked out for the shift, resulting in further off-the-clock work.

6 18. Plaintiffs were not paid for all their hours worked at the required minimum,
7 overtime, and double time wage rates due to Defendants' policy and practice of requiring her to
8 work off-the-clock and without pay or to work through breaks, and Defendants thus also failed to
9 keep required records of hours worked or to maintain them accurately. Defendants also failed to pay
10 Plaintiffs at the required overtime rates for all hours over eight in a shift, or over forty in a work
11 week. With work shifts generally scheduled for eight hours or more, this unpaid off-the-clock work
12 resulted in Plaintiffs and the Class members working past eight hours on a shift, which required that
13 they be paid at the correct overtime rate of 1.5 times their regular rate. Upon information and belief,
14 the Class members were also subjected to similar scheduling and work policies by Defendants
15 resulting in similar violations as Plaintiffs.

16 19. Defendants may attempt to assert they were authorized to require Plaintiff Collins
17 and the Class members to work four days per week for ten-hour days or three days per week for
18 twelve- hour days under an alleged alternative work week schedule. To whatever extent there were
19 lawful alternative workweeks worked by Employees in the Class under such schedules, overtime
20 rates still must be paid for all hours worked over ten on a shift and Defendants failed to do so or to
21 pay double time rates for hours over twelve in a shift where appropriate. Therefore, on every shift
22 Plaintiffs and the Class members worked, both their regular hours worked and off the clock hours
23 worked combined to well over eight hours in a day and/or 40 hours in a workweek. Although
24 Defendants conducted the required alternative workweek elections, they still failed to pay overtime
25 rates for all hours worked over eight in a given shift or double time for hours over twelve under the
26 alternative workweek schedules, Plaintiff Collins and the Class members have been required to
27 endure systematic and ongoing failure to pay regular and overtime wages violations at Defendants'
28 hands.

1 20. Defendants have either failed to maintain timekeeping records for Plaintiffs that
2 would permit Plaintiffs to discover the nature and extent of the off-the-clock work Defendants
3 required and the actual hours Plaintiffs worked or the breaks they received or have otherwise
4 declined to produce them to Plaintiffs in response to a timely and lawful records request. By
5 requiring pervasive off-the-clock work and failing to pay for all hours worked, Defendants have also
6 committed knowing and intentional ongoing violations of the record keeping requirements under
7 the Labor Code, including section 1174. Additionally, to the extent Defendants paid overtime, it
8 was underpaid as addressed above or Defendants failed to include all forms of remuneration in the
9 regular rate used to calculate and pay overtime wages. This failure to include non-discretionary
10 bonuses, shift differentials, per diem and the like in the overtime rate thus resulted in further
11 underpayment of wages earned by Plaintiffs and the Class members.

12 21. Therefore, from at least four years prior to the filing of this lawsuit and continuing
13 to the present, Defendants have had a consistent policy or practice of failing to pay Employees for
14 all hours worked and failing to pay minimum wages for all time worked, as required by California
15 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
16 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
17 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
18 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
19 Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendant
20 paid any overtime premium wages for any hours worked by Plaintiffs and the Class members, they
21 failed to begin paying it when owed due to pre-shift and post-shift off-the-clock work, and upon
22 information and belief, Defendants failed to include all forms of remuneration in the regular rate
23 used to calculate and pay overtime. These failures cannot be avoided by Defendants' reliance on
24 any alleged alternative workweek schedules.

25 22. Defendants also failed to provide Plaintiffs and the Class members with their
26 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
27 eight hours. The above described off-the-clock work and job requirements and understaffing
28 contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiffs

1 and the Class members, as required under the Labor Code and Paragraph 11 of the IWC Wage
2 Order(s). Defendants similarly systematically failed to authorize and permit Plaintiffs and the
3 employee Class Members to take all required 10-minute rest breaks, as required under the Labor
4 Code and Paragraph 12 of the IWC Wage Order(s).

5 23. More specifically, Plaintiffs worked shifts that entitled them to at least one meal
6 period. While managers instructed Plaintiffs to take a thirty-minute break before the fifth hour of
7 work, such policy was not enforced. Meal periods were not scheduled, and instead, Plaintiffs were
8 expected by management to take their meal period only after working attending to the needs of the
9 medical center and its other staff members and patients. To the extent Defendants had a meal period
10 policy, it went unenforced, as there were always tasks to perform or issues that Plaintiffs needed to
11 resolve, which led to systematic late and missed and interrupted meal periods. These managerial
12 expectations also contributed to Employees taking late meal breaks and missing meal breaks to
13 perform the tasks Defendants required them to accomplish. Upon information and belief, the Class
14 members endured similar meal period violations at Defendants' hands. On the occasions when
15 Plaintiffs and the Class members worked over ten hours on a shift, Defendants failed to provide
16 them with a second uninterrupted and duty-free and timely meal period.

17 24. Additionally, Defendants instructed Plaintiffs and the Class Members to input into
18 the timekeeping system that they took a full thirty minutes for a meal period as required under the
19 Labor Code and Wage Orders. Defendants instructed Plaintiffs and the Class Members to thus
20 record compliant meal breaks without regard to whether they were taken for the full thirty minutes.
21 Defendants required Plaintiffs to record that she took a thirty-minute meal period on each work shift
22 without regard to whether it was actually taken or was otherwise unlawful.

23 25. Therefore, meal period violations systematically occurred throughout all of
24 Plaintiffs' work shifts where Defendants both failed to provide a lawful meal period or penalty
25 payment and then also unlawfully deducted 30 minutes from Plaintiffs' hours worked for the day.
26 To the extent Defendants ever did pay Plaintiffs a meal period premium, they failed to include all
27 forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour
28 premium payment. Upon information and belief, the other Class Members were subjected to similar

1 unlawful policies and practices and endured similar violations as Plaintiffs.

2 26. Defendants thus followed a uniformly applied policies of not providing all required
3 meal periods to their Employees. Even when Plaintiffs and the Class members were able to take a
4 meal period, it was provided for less than the required time. Additionally, as addressed above,
5 Defendants followed a practice of requiring off-the-clock work in a manner that would impact when
6 Employees were to receive meal periods and rest breaks, thus leading to further violations.

7 27. As a result, Defendants' failure to provide Plaintiffs and the Class members with
8 all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
9 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have
10 either failed to maintain required records of when meal periods were actually provided or failed to
11 produce them in response to Plaintiffs' timely and lawful requests, or else maintained inaccurate
12 and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of
13 wages at each Employee's effective hourly rate of pay, for each meal period or rest break that
14 Defendants failed to provide or deficiently provided. Upon information and belief, if and when
15 Defendants did pay any meal period premiums, they failed to include all forms of remuneration in
16 the regular rate used to calculate and pay it.

17 28. Therefore, for at least four years prior to the filing of this action and through to the
18 present, Plaintiffs and the Class members were unable to take off-duty breaks or were otherwise not
19 provided with the opportunity to take required meal breaks due to Defendants' policies and
20 practices. On the occasions when Plaintiffs and the Class members were provided with a meal
21 period, it was often untimely or was impermissibly shortened, and Employees were not provided
22 with one hour's wages in lieu thereof. Meal period violations thus occurred in one or more of the
23 following manners:

- 24 (a) Class members were not provided full thirty-minute duty free meal periods
25 for work days in excess of five hours and were not compensated one hour's
26 wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7,
27 512, and the applicable Industrial Welfare Commission Wage Order(s);

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- 1 (b) Class members were not provided second full thirty-minute duty free meal
2 periods for work days in excess of ten hours;
- 3 (c) Class members were required to work through at least part, if not all, of their
4 daily meal period(s);
- 5 (d) Meal periods were provided after five hours of continuous work during a
6 shift; and
- 7 (e) Class members were restricted in their ability to take a full thirty-minute meal
8 period or were otherwise required to remain under Defendants' control during
9 meal periods.

10 29. Defendants also failed to authorize and permit Plaintiffs and the Class members to
11 take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof.
12 There were similar issues with the required net-ten-minute rest breaks that Plaintiffs and the Class
13 members were unable to take as with meal periods. This was exacerbated by the fact that Defendants
14 exerted little effort to schedule and otherwise authorize and permit Plaintiffs and the Class members
15 to take their required ten-minute rest breaks. Defendants thus failed to authorize and permit Plaintiffs
16 and the Class members to take their required duty-free, net ten-minute rest periods. Plaintiffs and
17 Class Members were not free to leave the premises and were required to remain under Defendants'
18 control during their rest breaks. To the extent rest breaks were not scheduled, Defendants' policy
19 was not to provide them, and management did not emphasize the requirement to provide at least one
20 ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and
21 when Plaintiffs were permitted to take a ten-minute rest break on a shift, they were not permitted to
22 take a second one or a third one or any breaks were untimely or impermissibly shortened.

23 30. Therefore, the job requirements and duties required of Plaintiffs and the Class
24 members, and the demands from their managers, manifested a failure to authorize and permit Class
25 members to take all their required rest breaks. Plaintiffs and the other similarly situated Class
26 members were either not authorized permitted the opportunity to take a rest break, or were required
27 to remain under Defendants' control and respond to instructions and job requirements and demands.

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1 31. Defendants' policies and practices thus systematically deny and denied Plaintiffs and
2 the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods.
3 The California Supreme Court has instructed that the rest period requirement obligates employers
4 to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods
5 employers must relieve employees of all duties and relinquish control over how employees spend
6 their time. Plaintiffs and the Class members were and are under Defendants' control when they are
7 working through rest breaks, and Defendants failed to schedule or account for required first, second,
8 and third rest breaks during the shifts Plaintiffs and the Class members generally worked.

9 32. Plaintiffs and the Employees in the Class were also not authorized and permitted to
10 take lawful rest periods, were systematically required by Defendants to work through or during
11 breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain
12 on duty during breaks or portions of their breaks, thus making them either untimely or shortened
13 under Defendants' policies and practices. Rest period violations therefore arose in one or more of
14 the following manners:

15 (a) Class members were required to work without being provided a minimum ten
16 minute rest period for every four hours or major fraction thereof worked and
17 were not compensated one hour of pay at their regular rate of compensation
18 for each workday that a rest period was not provided, and to the extent
19 Defendants paid any premiums, they failed to include all forms of
20 remuneration in the regular rate used to calculate and pay them.

21 (b) Class members were not authorized and permitted to take timely rest periods
22 for every four hours worked, or major fraction thereof; and

23 (c) Class members were required to remain on duty and under Defendants'
24 control during rest periods or otherwise had their rest periods interrupted by
25 work demands.

26 33. From at least four years prior to the filing of this lawsuit and continuing to the
27 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
28 deducting the Employees' earned wages, including by the above described off-the-clock work

1 before and after work shifts and to the extent they deducted hours for unpaid meal periods
2 Defendants failed to provide. By not compensating Employees for all hours worked and not
3 recording any break times or permitting off-duty breaks, Defendants unlawfully deducted wages
4 earned by and owed to Plaintiffs and the Class members, in violation of Labor Code § 221.

5 34. Defendants also violated California Labor Code § 246 by not providing all required
6 paid sick days at the appropriate rate of pay to Plaintiffs and the Class Members. Upon information
7 and belief, Defendants paid Employees shift differentials and/or other non-discretionary bonuses.
8 However, upon information and belief, Defendants failed to incorporate all remunerations, including
9 shift differentials, into the calculation of the regular rate of pay for purposes of calculating sick pay.
10 Therefore, during times when Employees worked overtime and received shift differentials and/or
11 other non-discretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime
12 rate than required.

13 35. Defendants also failed to provide suitable seating to Plaintiffs and the Class
14 members. Plaintiffs were not permitted to sit during her shift even though it is appropriate to be
15 seated while engaging in her required duties. Plaintiffs were required to work on her feet to complete
16 tasks such as operating the cash register to scan customer's purchases and process payments, food
17 preparations, placing and plating food and preparing drinks. By failing to provide Plaintiffs and
18 certain Class members with suitable seats in accordance with the applicable wage order, Defendants
19 also violated California Labor Code § 1198. Plaintiffs and Class Members were harmed by
20 Defendants' failure to provide seats because they were required to stand for extended periods of
21 time despite the fact that the nature of her work did not require that they remain standing at all times.

22 36. As a result of the above described illegal policies and practices, Defendants
23 engaged in and enforced the following additional unlawful practices and policies against Plaintiffs
24 and the Class members she seeks to represent:

- 25 (a) failing to pay Class members all wages owed, including all meal and rest
26 period premium wages;
- 27 (b) failing to pay all wages owed to the Class members twice monthly in
28 accordance with the requirements of Labor Code § 204;

- 1 (c) failing to pay all wages owed to Class members who either were discharged,
2 laid off, or resigned in accordance with the requirements of Labor Code §§
3 201, 202, 203; and
- 4 (d) failing to maintain accurate records of Class members' earned wages and
5 meal periods in violation of Labor Code §§ 226 and 1174(d) and section 7 of
6 the applicable IWC Wage Orders.

7 37. During the relevant period, Defendants have also consistently failed to provide
8 Employees with timely, accurate, and itemized wage statements, in writing, as required by
9 California wage-and-hour laws, including by the above-described requirement of off-the-clock
10 work, failure to pay all overtime, and failure to pay premium wages for unprovided or otherwise
11 unlawful meal and rest breaks. Defendants have also made it difficult to account with precision for
12 the unlawfully withheld wages and meal and rest period compensation owed to Plaintiffs and the
13 Class, during the liability period, because they did not implement and preserve a record-keeping
14 method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and
15 paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock
16 punches were not maintained or were not accurately maintained for work shifts and meal periods.
17 Defendants also failed to accurately record and pay for all regular and overtime hours worked by
18 Plaintiffs and the Class members.

19 38. Defendants also provided Plaintiffs and the Class members with wage statements
20 that failed to accurately report all hours worked and applicable hourly rates for all hours worked,
21 including by requiring off-the-clock work. Plaintiffs and the Employees in the Class were unable to
22 discern from their wage statements alone the actual hours they worked in total during a pay period
23 and the rates they were paid for those hours worked. The wage statements failed to include a separate
24 listing for total hours worked or otherwise included hours that were not actual work hours and made
25 it difficult for Class members to calculate this number. To the extent Plaintiffs and the Class
26 members were not provided with the opportunity to review their timekeeping punch records for the
27 shifts in the pay period before Defendants ran payroll for it, Class members had no way of knowing
28 if they were actually paid for all their hours worked. Defendants also listed an incorrect name or

1 address of the actual employer on wage statements issued to Plaintiffs and Class Members.

2 39. Defendants have thus also failed to comply with Labor Code § 226(a) by issuing
3 wage statements that inaccurately reported total hours worked and total wages earned by Plaintiffs
4 and the Class members, along with the appropriate applicable rates, and failed to list the correct
5 employer's name and address, among other requirements. Plaintiffs and Class members are
6 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code §
7 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC
8 Wage Orders by failing to maintain time records showing when the employee begins and ends each
9 work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours
10 worked by itemizing in wage statements all deductions from payment of wages and accurately
11 reporting total hours worked by the Class members.

12 40. Defendants required Plaintiffs and the Class members to work hours off-the-clock
13 for which they were not compensated, and Defendants also failed to pay all overtime premium
14 wages owed for work conducted on a work shift and a workday, as addressed above. Therefore,
15 from at least three or four years prior to filing this lawsuit and continuing to the present, Defendants
16 have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and
17 other similarly situated Employees at the time of their termination or within seventy-two hours of
18 their resignation, as required by California wage-and-hour laws, including Labor Code §§ 201-203.
19 Defendants thus also failed to pay all wages owed to those Class members at the time they were
20 terminated or otherwise separated from employment.

21 41. Additionally, from at least four years prior to the filing of this lawsuit and
22 continuing to the present, Defendants have regularly required Plaintiffs and the Class members to
23 incur necessary business expenses in the course of performing their required job duties without
24 reimbursement. Defendants required Plaintiffs and the Class members to purchase their own
25 personal protective equipment (PPE) uniform to comply with Defendants' policies and procedures.
26 The PPE consisted of scrubs, a black polo shirt, and nonslip shoes, which Plaintiffs and Class
27 Members were also required to maintain and clean at their own expense.

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42. Plaintiffs and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

43. In light of the foregoing, Plaintiffs and the Employees in the Class bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7, 246, 510, 511, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 1198, and 2802, and California Code of Regulations, Title 8, section 11000 et seq.

44. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiffs 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

45. Plaintiffs bring this class action on behalf of themselves and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek 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 at Defendants’ properties within the State of California.” This includes all types of food servers and other service employees, patient coordinators, receptionists, health services providers and support staff, and those employed in similar and related positions. Further, Plaintiffs seek 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. 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.

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

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

7 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class
8 members who were subject to Defendants' policy and/or practice of deducting wages earned from
9 their pay, including by requiring off-the-clock work.

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

13 h. Subclass 8. Sick Pay Subclass. All Class members who were not
14 compensated at the Employee's regular rate of pay for their sick pay wages.

15 i. Subclass 9. Termination Pay Subclass. All Class members who, within the
16 applicable limitations period, either voluntarily or involuntarily separated from their employment
17 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
18 termination.

19 j. Subclass 10. Business Expense Reimbursement Subclass. All Class members
20 who incurred necessary and reasonable expenses in connection with the business, such as cellular
21 telephones, and maintaining their uniforms and performing their job duties for Defendants and who
22 were subject to a policy and/or practice under which such expenses were not reimbursed.

23 k. Subclass 11. Suitable Seating. All Class members who were subjected to
24 Defendants' failure to provide suitable seating.

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

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1 46. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or modify
2 the class description with greater particularity or to provide further division into subclasses or
3 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
4 against Defendants, the Class Period should be adjusted accordingly.

5 47. Defendants, as a matter of company policy, practice and procedure, and in violation
6 of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements,
7 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
8 a practice whereby Defendants failed to correctly calculate and pay compensation for the time
9 worked by Plaintiffs and the other members of the Class, even though Defendants enjoyed the
10 benefit of this work, required Employees to perform this work and permitted or suffered to permit
11 this work. Defendants have uniformly denied these Class members wages to which these employees
12 are entitled, and failed to provide meal periods or authorize and permit rest periods, in order to
13 unfairly cheat the competition and unlawfully profit.

14 48. This action has been brought and may properly be maintained as a class action
15 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
16 of interest in this litigation and the proposed Class is easily ascertainable from the employment
17 records for Plaintiffs and the Class members that Defendants are required to maintain under
18 California law.

19 **A. Numerosity**

20 49. The potential members of the Class as defined are so numerous that joinder of all
21 the Class members is impracticable. While the precise number of Class member has not been
22 determined at this time, Plaintiffs are informed and believes that Defendants employ or, during the
23 time period relevant to this lawsuit employed, at least 100 Employees who satisfy the Class
24 definition within the State of California. Plaintiffs allege that Defendants’ employment records will
25 provide information as to the number and location of all Class members.

26 **B. Commonality**

27 50. There are questions of law and fact common to the Class that predominate over any
28 questions affecting only individual Class members. The common questions are numerous and

1 substantial and flow from Defendants' uniform policies and/or practices of violating the California
2 Labor Code addressed above. As such, these common questions predominate over individual
3 questions concerning each individual Class Member's showing as to her or her eligibility for
4 recovery or as to the amount of damages. These common questions of law and fact include:

- 5 a. Whether Defendants failed to pay Employees minimum wages;
- 6 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 7 c. Whether Defendants failed to pay Employees overtime as required under Labor
8 Code § 510;
- 9 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
10 IWC Wage Orders, by failing to provide Employees with requisite meal periods
11 or premium pay in lieu thereof;
- 12 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC
13 Wage Orders, by failing to authorize and permit Employees to take requisite rest
14 breaks or provide premium pay in lieu thereof;
- 15 f. Whether Defendants violated Labor Code § 1194 by failing to compensate all
16 Employees during the relevant time period for all hours worked, whether regular
17 or overtime;
- 18 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with
19 inaccurate wage statements and wage statements that omitted many of the
20 Section 226(a) requirements.
- 21 h. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage
22 Orders by failing to maintain accurate records of Class members' earned wages
23 and work periods;
- 24 i. Whether Defendants violated Labor Code § 221;
- 25 j. Whether Defendants' conduct was willful;
- 26 k. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
27 wages earned at least twice monthly;

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- 1 l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
2 wages and compensation due and owing at the time of termination of
3 employment;
4 m. Whether Defendants failed to pay Employees sick pay as required under Labor
5 Code § 245;
6 n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
7 providing employees with all required sick days;
8 o. Whether Defendants violated Labor Code § 2802 by failing reimburse necessary
9 business expenses incurred by Employees;
10 p. Whether the nature of Plaintiffs' and Class Members' job duties reasonably
11 permit the use of seating;
12 q. Whether Defendant unlawfully and/or willfully deprived Plaintiffs and Class
13 Members of suitable seating when the nature of their job duties reasonably
14 permitted it;
15 r. Whether Defendants violated Business and Professions Code § 17200 et seq.;
16 and
17 s. Whether Employees are entitled to equitable relief pursuant to Business and
18 Professions Code § 17200 et seq.

19 **C. Typicality**

20 51. The claims of the named Plaintiffs are typical of those of the other Employees. The
21 Employee Class members all sustained injuries and damages arising out of and caused by
22 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
23 well as regulations, that have the force and effect of law, as alleged herein. Plaintiffs' claims for the
24 off-the-clock work and meal and rest violations they were required to endure are typical of those of
25 the other Class members.

26 **D. Adequacy of Representation**

27 52. Plaintiffs will fairly and adequately represent and protect the interest of the
28 Employee Class members. Counsel who represents Plaintiffs and the Employees in the Class are

1 experienced and competent in litigating employment class actions.

2 **E. Superiority of Class Action**

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

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

19 55. Class action treatment will allow those persons similarly situated to litigate their
20 claims in the manner that is most efficient and economical for the parties and the judicial system.
21 Plaintiffs are unaware of any difficulties in managing this case that should preclude class treatment.
22 Plaintiffs contemplate the eventual issuance of notice to the proposed Class members that would set
23 forth the subject and nature of the instant action. The Defendants' own business records can be
24 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that
25 any further notice is required additional media and/or mailings can be used.

26 56. Defendants, as prospective and actual employers of the Employees in the Class,
27 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
28 Defendants' pay practices, policies and working conditions imposed upon the similarly situated

1 Employees as well as the effect of any alleged arbitration agreements that may have been forced
2 upon them. In addition, Defendants knew they possessed special knowledge about pay practices and
3 policies, most notably intentionally refusing to pay for all hours actually worked which should have
4 been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
5 and policies and practices on the Employees and Class as a whole.

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

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

14 **(Against All Defendants)**

15 58. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 59. Defendants failed to pay Employees minimum wages they were owed, including
18 by their consistent policy of failing to pay Employees for all hours worked. Employees would work
19 hours and not receive wages, including as alleged above in connection with off-the-clock work,
20 including all the time required to remain on duty and under Defendants' control and during breaks
21 and due to the work demands placed upon them by Defendants' management and customers.
22 Defendants also imposed difficult to attain job and shift scheduling requirements on Plaintiffs and
23 the Class members and understaffed shifts, which resulted in off-the-clock work and underpayment
24 of all wages owed to Employees over a period of time, while benefiting Defendants. During the
25 relevant Class Period, Defendants thus regularly failed to pay minimum wages to Plaintiffs and the
26 Class members, including by requiring systematic off-the-clock work. Defendants' uniform pattern
27 of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a
28 whole, as a result of implementing a uniform policy and practice that denied accurate compensation

1 to Plaintiffs and the other members of the Class minimum wages.

2 60. In California, employees must be paid at least the then applicable state minimum
3 wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
4 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the
5 applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is
6 subject to the control of an employer and includes all the time the employee is suffered or permitted
7 to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other
8 applicable laws and regulations, and public policy, an employer must timely pay its employees for
9 all hours worked. Defendants failed to do so.

10 61. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
11 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to
12 employees, and the payment of a less wage than the minimum so fixed is unlawful.”

13 62. The applicable minimum wage rate fixed by the commission for work during the
14 relevant period is found in the Wage Orders.

15 63. The minimum wage provisions of California Labor Code are enforceable by private
16 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
17 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
18 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
19 balance of the full amount of this minimum wage or overtime compensation, including interest
20 thereon, reasonable attorney’s fees and costs of suit.”

21 64. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
22 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
23 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
24 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
25 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
26 the absence of a contractually agreed upon one. The underpayment of wages to Plaintiff and the
27 Class members is and has been a direct consequence of Defendants’ unlawful compensation policies

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1 and practices, which applied uniformly to the Class members working at locations and work sites
2 throughout California.

3 65. In committing the above-described violations of the California Labor Code,
4 Defendants inaccurately recorded, or required Plaintiffs and the Class members to input times that
5 did not reflect their actual hours worked, or calculated the correct time worked and consequently
6 underpaid the actual time worked by Plaintiffs and other members of the Class, including by
7 requiring off-the-clock work and refusing to pay all incurred overtime, as addressed in detail above.

8 66. Defendants acted in an illegal attempt to avoid the payment of all earned wages,
9 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
10 requirements and other applicable laws and regulations. As a result of these violations, Defendants
11 also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

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

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

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

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

26 71. Wherefore, Plaintiffs and the Employee Class members are entitled to recover the
27 unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal
28 to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs

1 of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other members of the Class
2 further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as
3 the assessment of any statutory and/or civil penalties against Defendants, in a sum as provided by
4 the California Labor Code, including § 558, and/or other applicable statutes. To the extent minimum
5 wage compensation is determined to be owed to the Class members who have terminated their
6 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these
7 individuals are also be entitled to waiting time penalties under California Labor Code § 203, which
8 penalties are sought herein on behalf of these Class members. Defendants' failure to timely pay all
9 wages owed also violated Labor Code § 204 for failure to pay all wages owed twice monthly and
10 resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage
11 statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith.
12 Further, Plaintiffs and other Class members are entitled to seek and recover statutory costs.

13 **SECOND CAUSE OF ACTION**

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

15 **(Against All Defendants)**

16 72. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
17 full herein.

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

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

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

3 75. Defendants had a consistent policy of not paying Employees wages for all hours
4 worked, including by requiring off-the-clock work as addressed above and by under-reporting actual
5 hours worked. With work shifts generally being scheduled for eight hours or more, this unpaid off-
6 the-clock work resulted in Plaintiffs and the Class members working past eight hours on a shift,
7 which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

8 76. Defendants thus had a consistent policy of not paying Employees wages for all
9 hours worked, including hours at their required regular, overtime, and double-time rates. Defendants
10 required Plaintiffs and the Class members to work off-the-clock to avoid paying all their earned and
11 owed straight time and overtime wages and other benefits, in violation of the California Labor Code,
12 the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the
13 Division of Labor Standards and Enforcement. Defendants have also violated these provisions by
14 requiring Plaintiffs and other similarly situated non-exempt employees to work through meal
15 periods when they were required to be clocked out or to otherwise work off-the-clock to complete
16 their daily job duties or to attend and participate in company required activities or remain under
17 Defendants' control. Therefore, Employees were not properly compensated, nor were they paid
18 overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given
19 week. Based on information and belief, Defendants did not make available to Employees a
20 reasonable protocol for correcting time records when Employees worked overtime hours or to fix
21 incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's
22 detriment, as Defendants required time records to generally reflect scheduled shift times. Defendants
23 also under-paid Plaintiffs and the putative Class members all wages by systematically
24 miscalculating and underpaying overtime wages they earned, as detailed above.

25 77. Defendants' failure to pay Plaintiffs and the Class members the unpaid balance of
26 regular wages owed and overtime compensation for all hours worked, as required by California law,
27 violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC
28 Wage Order, and is therefore unlawful.

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

13 79. Defendants’ failure to pay compensation in a timely fashion also constituted a
14 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
15 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
16 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
17 compensation earned by Employees. Each such failure to make a timely payment of compensation
18 to Employees constitutes a separate violation of California Labor Code § 204.

19 80. Employees have been damaged by these violations of California Labor Code §§
20 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
21 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than
22 \$100 for causing Employees “to work for longer hours than those fixed, or under conditions of labor
23 prohibited by an order of the commission” or if the employer pays “a wage less than the minimum
24 fixed by an order of the commission” or “violates...any provision of this chapter or any order or
25 ruling of the commission.”

26 81. Consequently, pursuant to the California Labor Code, including Labor Code §§
27 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders,
28 including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full

1 amount of all their unpaid wages and overtime compensation for all their hours worked, with
2 interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory
3 penalties against Defendants, and each of them, and any additional sums as provided by the Labor
4 Code and/or other statutes.

5 **THIRD CAUSE OF ACTION**

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

7 **(Against All Defendants)**

8 82. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
9 full herein.

10 83. Employees regularly worked shifts greater than five hours and in some instances,
11 greater than ten hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage
12 Order, an employer may not employ someone for a shift of more than five hours without providing
13 him or her with a meal period of not less than thirty minutes or for a shift of more than ten hours
14 without providing him or her with a second meal period of not less than thirty minutes.

15 84. Defendants failed to provide Employees with meal periods as required under the
16 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were not provided
17 with meal periods or were required to work or to otherwise remain under Defendants' control during
18 meal periods, or Defendants provided them after Employees worked beyond the fifth hour of their
19 shifts or Employees otherwise had them shortened and interrupted by work demands and
20 requirements to remain under Defendants' control during off-the-clock time. Furthermore, upon
21 information and belief, on the occasions when Employees worked more than ten hours in a given
22 shift, they did so without receiving a second uninterrupted thirty-minute meal period as required by
23 law. Defendants thus failed to provide Plaintiffs and the Class members with meal periods as
24 required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not
25 providing them with the opportunity to take meal breaks, by providing them late or for less than
26 thirty minutes, or by requiring them to perform work during breaks.

27 85. Moreover, Defendants failed to compensate Employees for each meal period not
28 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20

1 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
2 a meal period in accordance with this section, the employer shall pay the employee one hour of pay
3 at the employee's regular rate of compensation for each workday that the meal period is not
4 provided. Defendants failed to compensate the Employees in the Class for each meal period not
5 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
6 of the applicable IWC Wage Order.

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

13 **FOURTH CAUSE OF ACTION**

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

15 **(Against All Defendants)**

16 87. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
17 full herein.

18 88. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
19 that employers must authorize and permit all employees to take rest periods at the rate of ten minutes
20 net rest time per four work hours.

21 89. Employees consistently worked consecutive four hour shifts and were generally
22 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit
23 them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage
24 Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive
25 four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than
26 ten minutes for each consecutive four hour shift. Defendants made no efforts to authorize and permit
27 rest breaks or otherwise schedule them, and Employees were often required to work or to otherwise
28 remain under Defendants' control during rest periods, and had breaks provided untimely as a result

1 of the above described off-the-clock work.

2 90. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders
3 provide that if an employer fails to provide an employee rest period in accordance with this section,
4 the employer shall pay the employee one hour of pay at the employee's regular rate of compensation
5 for each workday that the rest period is not provided.

6 91. Defendants, and each of them, have therefore intentionally and improperly denied
7 rest periods to Plaintiffs and the Class members in violation of Labor Code §§ 226.7 and 512 and
8 paragraph 12 of the applicable IWC Wage Orders.

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

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

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 226(a)**

21 **(Against All Defendants)**

22 94. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 95. California Labor Code § 226(a) requires an employer to furnish each of her or her
25 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
26 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
27 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
28 the employee's wages; or, if wages are paid by cash or personal check, these statements may be

1 given to the employee separately from the payment of wages; in either case the employer must give
2 the employee these statements twice a month or each time wages are paid.

3 96. Defendants failed to provide Plaintiffs and the similarly situated Employee Class
4 members with accurate itemized wage statements in writing, as required by the Labor Code and
5 paragraph 7 of the applicable IWC Wage Orders. Specifically, Defendants required Class members
6 to ask to receive statements, rather than mailing or otherwise handing them out to all Employees.
7 Also, the wage statements given to Employees by Defendants failed to accurately account for wages,
8 overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all
9 overtime hours worked and for providing deficient meal periods and rest breaks, all of which
10 Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

11 97. Defendants also provided Plaintiffs and the Class members with wage statements
12 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
13 Plaintiffs and the Employees in the Class were unable to discern from their wage statements alone
14 the actual hours they worked in total during a pay period.

15 98. Throughout the liability period, Defendants intentionally failed to furnish to
16 Plaintiffs and the Class members, upon each payment of wages, itemized statements accurately
17 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net
18 wages earned, (5) the inclusive dates of the period for which the employee is paid, (6) the name of
19 the employee and only the last four digits of her or her social security number or an employee
20 identification number other than a social security number, (7) the name and address of the legal
21 entity that is the employer and (8) all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code
23 § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory requirements.
24 Defendants knowingly and intentionally failed to provide Plaintiffs and the Class members with
25 such timely and accurate wage and hour statements.

26 99. Plaintiffs and the Class members suffered injury as a result of Defendants' knowing
27 and intentional failure to provide them with the wage and hour statements as required by law and
28 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the

1 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
2 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
3 inclusive, and the Plaintiffs and Class members cannot promptly and easily determine from the wage
4 statement alone one or more of the following: (i) The amount of the gross wages or net wages paid
5 to the employee during the pay period or any of the other information required to be provided on
6 the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a),
7 (ii) Which deductions the employer made from gross wages to determine the net wages paid to the
8 employee during the pay period, (iii) The name and address of the employer and, (iv) The name of
9 the employee and only the last four digits of her or her social security number or an employee
10 identification number other than a social security number. For purposes of Labor Code § 226(e)
11 “promptly and easily determine” means a reasonable person [i.e. an objective standard] would be
12 able to readily ascertain the information without reference to other documents or information.

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

21 101. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
22 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
23 Class suffered injuries, including among other things confusion over whether they received all
24 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
25 them to make mathematical computations to analyze whether the wages paid in fact compensated
26 them correctly for all hours worked.

27 102. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
28 IWC Wage Order, Plaintiffs and the Employee Class members are entitled to recover the greater of

1 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
2 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate
3 penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award
4 of costs and reasonable attorneys' fees.

5 **SIXTH CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE § 221**

7 **(Against All Defendants)**

8 103. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
9 full herein.

10 104. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or
11 receive from an employee any part of wages theretofore paid by said employer to said employee."
12 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
13 public policy, an employer must timely pay its employees for all hours worked. Defendants failed
14 to do so.

15 105. Defendants unlawfully received and/or collected wages from the Employees in the
16 Class by implementing a policy understating the hours worked by Employees and requiring off-the-
17 clock work, as alleged above. Additionally, Defendants operated under unlawful alternative
18 workweek schedules that systematically failed to pay overtime hours and to pay them at the correct
19 overtime rates. By not compensating Employees for all hours worked, and by failing to compensate
20 them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages
21 earned in violation of Labor Code § 221.

22 106. As a direct and proximate cause of the unauthorized deductions, Employees have
23 been damaged, in an amount to be determined at trial.

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

107. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in full herein.

108. 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 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. This included failing to pay all wages due and owing to Plaintiffs and the Class members for all hours they worked, and by failing to pay all tips and gratuities owed to Plaintiffs and the Class members timely during the pay period in which they were earned due to the general manager illegally taking tips. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period.

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

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1 110. Defendants violated Labor Code § 204 by systematically refusing to timely pay
2 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
3 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
4 payday for the period involved, not less than the applicable minimum wage for all hours worked in
5 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
6 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
7 Plaintiffs and the Class members may therefore pursue damages and penalties for violations of
8 Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties
9 under paragraph 20 of the applicable IWC Wage Orders. Defendants also violated section 204 by
10 failing to provide actual wage statements to Employees and instead requiring them to ask to receive
11 them each time.

12 111. As a result of the unlawful acts of Defendants, Plaintiffs and the Class she seeks to
13 represent have been deprived of wages in amounts to be determined at trial, and they are entitled to
14 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to
15 Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC Wage
16 Orders.

17 **EIGHTH CAUSE OF ACTION**
18 **VIOLATION OF LABOR CODE § 203**
19 **(Against All Defendants)**

20 112. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
21 full herein.

22 113. Numerous Class members are no longer employed by Defendants; they either quit
23 Defendants’ employ or were fired therefrom.

24 114. Defendants failed to pay these Employees all wages due and certain at the time of
25 termination or within seventy-two (72) hours of resignation, as addressed in detail above.

26 115. The wages withheld from these Employees by Defendants remained due and owing
27 for more than thirty (30) days from the date of separation from employment.

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1 116. Defendants failed to pay these Class members without abatement, all wages as
2 defined by applicable California law. Among other things, these Employees were not paid all regular
3 and overtime wages, including by Defendants failing to pay for all hours worked or requiring off-
4 the-clock work or by unlawfully under-recording time entries to the detriment of Employees, and
5 Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as
6 further detailed in this Complaint. Defendants' failure to pay said wages within the required time
7 was willful within the meaning of Labor Code § 203.

8 117. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders,
9 employers are required "to pay each employee, on the established payday for the period involved,
10 not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under
11 Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the
12 order or under conditions of labor prohibited by the order is unlawful." Plaintiffs on behalf of these
13 Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and
14 paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the
15 applicable IWC Wage Orders. Also, under Labor Code § 1199(a)-(c), it is a misdemeanor and
16 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer
17 hours than those fixed, or under conditions of labor prohibited by an order of the commission" or if
18 the employer pays "a wage less than the minimum fixed by an order of the commission" or
19 "violates...any provision of this chapter or any order or ruling of the commission."

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

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1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO COMPLY WITH LABOR CODE § 245 ET SEQ. AND 246**

3 **(Against All Defendants)**

4 119. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 120. California Labor Code § 245 et seq. requires that Defendants provide paid sick time
7 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
8 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
9 with the pay calculation under California Labor Code § 246(1).

10 121. Defendants paid non-discretionary bonuses and/or shift differentials and per diem
11 payments to Employees but Defendants failed to include these forms of remuneration in the regular
12 rate of pay upon which sick pay was calculated and paid. Rather than calculating the amount of paid
13 sick time due when sick time is used according to the requirements set forth in California Labor
14 Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

15 122. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
16 Code § 245 et seq. and §§ 245 et seq. and 246.

17 **TENTH CAUSE OF ACTION**

18 **FOR FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

19 **UNDER LABOR CODE § 2802**

20 **(Against All Defendants)**

21 123. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
22 full herein.

23 124. Plaintiffs and the Class are informed and believe and based thereon allege that
24 throughout the period applicable, Defendants required Plaintiffs and the Class Members to purchase
25 their own personal protective equipment (PPE) uniform to comply with Defendants' policies and
26 procedures. The PPE consisted of scrubs, a black polo shirt, and nonslip shoes, which Plaintiffs and
27 Class Members were also required to maintain and clean at their own expense. Plaintiffs and the
28 Class members must be reimbursed for these necessary business expenses under Labor Code § 2802

1 and Defendants systematically failed to do so.

2 125. Defendants thus followed a uniform policy and practice of failing to reimburse
3 Employees for these necessary work related expenses or losses incurred in direct discharge of their
4 job duties during employment with Defendants and at the direction of the Defendants pursuant to
5 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

6 126. Defendants' knowing and willful failure to reimburse lawful necessary work
7 related expenses and losses to Plaintiffs and the Class members resulted in damages because, among
8 other things, Defendants did not inform employees of their right to be reimbursed for those work
9 related expenses. As Defendants failed to inform and misled Plaintiffs and the Class members with
10 regard to their rights, Plaintiffs and the Class members were led to believe that incurring those lawful
11 and necessary expenses was an expected and essential function of their employment with
12 Defendants and that failure to incur those expenses would have adverse consequences on their
13 employment.

14 127. Therefore, Plaintiffs and the Class members are entitled to reimbursement for any
15 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9
16 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
17 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
18 from the date Plaintiffs and the Class members incurred those expenses. Further, Plaintiffs and the
19 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

20 **ELEVENTH CAUSE OF ACTION**
21 **FAILURE TO PROVIDE SUITABLE SEATING**
22 **LAB. CODE § 1198; 8 C.C.R. § 11070(7)**
23 **(Against All Defendants)**

24 128. Plaintiffs reallege and incorporate by reference every allegation in this complaint
25 as if fully set forth herein.

26 129. Labor Code § 1198 provides that it is illegal to employ an employee for "longer
27 hours than those fixed by the [applicable wage order] or under conditions of labor prohibited by the
28 [applicable wage] order."

1 130. The applicable Wage Order provides that “[a]ll working employees shall be
2 provided with suitable seats when the nature of the work reasonably permits the use of seats.” Id.
3 § 11070(14)(A) (emphasis added). Further, “[w]hen the employees are not engaged in the active
4 duties of their employment and the nature of the work requires standing, an adequate number of
5 suitable seats shall be placed in reasonable proximity to the work area and employees shall be
6 permitted to use such seats when it does not interfere with the performance of their duties.” Id.
7 § 11070(14)(B) (emphasis added).

8 131. Defendants’ policy prohibiting employees from sitting on the stools absent a
9 doctor’s note indicating a medical necessity to sit, plus its policy of failing to provide sufficient
10 suitable seating in reasonable proximity to the work area, violated Labor Code §1198.

11 **TWELFTH CAUSE OF ACTION**

12 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

13 **(Against All Defendants)**

14 132. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
15 full herein.

16 133. Plaintiffs, on behalf of themselves, the Employees in the Class, and the general
17 public, bring this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
18 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful
19 to Employees and the general public. Plaintiffs seek to enforce important rights affecting the public
20 interest within the meaning of Code of Civil Procedure § 1021.5.

21 134. Plaintiffs are a “person” within the meaning of Business & Professions Code §
22 17204, have suffered injury, and therefore has standing to bring this cause of action for injunctive
23 relief, restitution, and other appropriate equitable relief.

24 135. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
25 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
26 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
27 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiffs and
28 Class members for all hours worked, due to systematic business practices as alleged herein that

1 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
2 Commission requirements in violation of California Business and Professions Code §§ 17200, et
3 seq., and for which this Court should issue injunctive and equitable relief, pursuant to California
4 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

5 136. Wage-and-hour laws express fundamental public policies. Paying employees their
6 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
7 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
8 to enforce minimum labor standards, to ensure that employees are not required or permitted to work
9 under substandard and unlawful conditions, and to protect law-abiding employers and their
10 employees from competitors who lower costs to themselves by failing to comply with minimum
11 labor standards.

12 137. Defendants have violated statutes and public policies. Through the conduct alleged
13 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
14 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
15 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiffs,
16 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
17 guaranteed to all employees under the law.

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

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

24 140. By the conduct alleged herein, Defendants have engaged and continue to engage
25 in a business practice which violates California and federal law, including but not limited to, the
26 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
27 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
28 should issue declaratory and other equitable relief pursuant to California Business & Professions

Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

142. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

THIRTEENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ.

(Against All Defendants)

143. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in full herein.

144. Plaintiffs and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period.

145. As such, Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 221, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*

146. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiffs assert, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for the violations of the above-addressed

1 underlying claims and seeking penalties as specified by the applicable corresponding provision,
2 including as follows:

3 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees
4 all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
5 premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and
6 paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and
7 statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198,
8 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code §
9 2699(g)(1);

10 (b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the
11 Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit
12 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof,
13 under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable
14 IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including
15 under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7,
16 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and
17 costs pursuant to Labor Code § 2699(g)(1);

18 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to
19 provide Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure
20 to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226,
21 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
22 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
23 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and
24 also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

25 (d) Failure to Timely Pay Wages: For failure to timely pay Plaintiffs and the
26 Aggrieved Employees all wages owed, including at least semi-monthly and upon separation or
27 termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil
28 penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199

1 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees
2 and costs pursuant to Labor Code § 2699(g)(1);

3 (e) Failure to Provide Paid Sick Days: For Defendants' failure to provide
4 Plaintiffs and the Aggrieved Employees with all their required and earned sick days in violation of
5 Labor Code §§ 246, and the civil and statutory penalties available and applicable under Labor Code
6 §§ 246, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and
7 costs pursuant to Labor Code § 2699(g)(1);

8 (f) Unlawful Deductions and Failure to Reimburse Business Expenses: For
9 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse Plaintiffs
10 and the Aggrieved Employees for the necessary work related expenses incurred under Labor Code
11 §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage
12 Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1,
13 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also
14 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

15 (g) Failure to Provide Suitable Seating: For the above addressed violations of
16 paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198 and
17 Labor Code § 2699.5, and the civil and statutory penalties available and applicable under Labor
18 Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys'
19 fees and costs pursuant to Labor Code § 2699(g)(1); and

20 (h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For
21 Labor Code § 2810.5, and any above addressed violation of the applicable provisions of the Labor
22 Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5,
23 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of
24 the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
25 2699(g)(1).

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1 147. As also addressed above, Plaintiffs, on behalf of the Aggrieved Employees, also
2 seeks the penalties and remedies set forth in Labor Code § 558, which states:

3 (a) Any employer or other person acting on behalf of an employer who violates,
4 or causes to be violated, a section of this chapter or any provision regulating hours and days of work
5 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
6 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
7 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
8 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
9 pay period for which the employee was underpaid in addition to an amount sufficient to recover
10 underpaid wages...

11 (b) If upon inspection or investigation the Labor Commissioner determines that
12 a person had paid or caused to be paid a wage for overtime work in violation of any provision of
13 this chapter, or any provision regulating hours and days of work in any order of the Industrial
14 Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing,
15 contesting, and enforcing judgments for citations or civil penalties issued by the Labor
16 Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

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

19 148. Plaintiff Taamu has exhausted her administrative remedies by submitted a certified
20 letter to the LWDA and Defendants on July 17, 2025 (LWDA-CM-1112724-25) addressing in detail
21 the specific provisions of the Labor Code Defendants have violated and addressing the facts and
22 legal theories to support the alleged violations and requested penalties. Additionally, Plaintiff
23 Taamu submitted an amended letter to include Plaintiff Collins and her PAGA claim to the LWDA
24 on August 28, 2025. The LWDA has not provided notice of its intent to investigate the alleged
25 violations within 65 calendar days of the postmark date of the letter, and Plaintiffs add this claim
26 seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter
27 and the original Complaint.

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RELIEF REQUESTED

WHEREFORE, Plaintiffs pray 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 liquidated damages pursuant to California Labor Code 1194.2(a) for failure to pay minimum wage;
5. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
6. 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;
7. 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;
8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
9. 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;
10. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, 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 § 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;
13. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

- 1 14. For penalties pursuant to Labor Code § 1198 for Employees, as may be proven;
- 2 15. For restitution for unfair competition pursuant to Business & Professions Code
- 3 § 17200 et seq., including disgorgement or profits, as may be proven;
- 4 16. For penalties pursuant to Labor Code § 2698 *et seq*, as may be proven;
- 5 17. For penalties under Labor Code § 558, as may be proven;
- 6 18. For an order enjoining Defendants and their agents, servants, and employees, and all
- 7 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
- 8 adumbrated in this Complaint;
- 9 19. For other wages and penalties under the Labor Code as may be proven;
- 10 20. For all general, special, and incidental damages as may be proven;
- 11 21. For an award of pre-judgment and post-judgment interest;
- 12 22. For an award providing for the payment of the costs of this suit;
- 13 23. For an award of attorneys' fees; and
- 14 24. For such other and further relief as this Court may deem proper and just.

15

16 DATED: January 20, 2026

D.LAW, INC.

17

18 By 

19 Alvin B. Lindsay
20 William Tran
21 Attorneys for Plaintiffs MARGARET
22 TAAMU, and PORSCHE SHAMAYA
23 BALTAZAR COLLINS, on behalf of
24 themselves and all others similarly
25 situated

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27

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DEMAND FOR JURY TRIAL

Plaintiffs MARGARET TAAMU, and PORSCHE SHAMAYA BALTAZAR COLLINS
hereby demands trial of their claims by jury to the extent authorized by law.

DATED: January 20, 2026

D.LAW, INC.

By 
Alvin B. Lindsay
William Tran
Attorneys for Plaintiffs MARGARET
TAAMU, and PORSCHE SHAMAYA
BALTAZAR COLLINS, on behalf of
themselves and all others similarly situated

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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., Ste 840, Glendale, CA 91203.

Christian J. Rowley
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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.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Sasha Zambrano