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on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

MONICA CASILLAS, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

ARAMARK SERVICES, INC., a Delaware
corporation; ARAMARK CORRECTIONAL
SERVICES, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0000568

CLASS ACTION

Assigned for All Purposes To:

Hon. George J. Abdallah

Dept.: 10A

**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. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
10. Violation of Business & Professions Code § 17200 *et seq.*; and
11. Penalties under PAGA, Labor Code § 2698

DEMAND FOR JURY TRIAL

Original Complaint filed: January 25, 2023
Trial Date: None set.

BY FAX

1 Plaintiff MONICA CASILLAS (hereinafter “Plaintiff”), on behalf of herself and all other
2 similarly situated non-exempt, hourly kitchen workers and those employed in similar and related
3 positions by Defendants at correctional facilities in California (collectively, “Employees”;
4 individually, “Employee”) complains of Defendants, and each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former
7 Employees within the State of California who, at any time four (4) years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly kitchen workers and in similar and related
9 positions at California correctional facility locations by Defendants ARAMARK SERVICES,
10 INC., a Delaware corporation, ARAMARK CORRECTIONAL SERVICES, LLC, a Delaware
11 limited liability company, and DOES 1 through 50 (all defendants being collectively referred to
12 herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various
13 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
14 (IWC), and California Business & Professions Code, and seeks redress for these violations.

15 2. Plaintiff and the Class members were employed by Defendants with responsibilities
16 for providing food services to correctional officers and inmates at correctional facilities in
17 California. Plaintiff, and upon information and belief other similarly situated Employees, were
18 required to perform various food services related work tasks as kitchen workers preparing,
19 cooking, and serving food and washing and cleaning kitchen facilities at Defendants’ correctional
20 facility locations throughout California. Plaintiff has resided in San Joaquin County and was
21 generally employed by Defendants throughout her employment based out of Defendants’
22 correctional facility kitchen at Santa Rita correctional facility in Dublin, California in Alameda
23 County. She consistently worked at Defendants’ behest without being paid all wages due and
24 without being provided all required breaks. More specifically, Plaintiff and the other similarly
25 situated Class members were employed by Defendants and (1) shared similar job duties and
26 responsibilities (2) were subjected to the same policies and practices (3) and endured similar
27 violations at the hands of Defendants as the other Employee Class members who served in similar
28 and related positions.

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

10 4. Defendant ARAMARK SERVICES, INC. ("Aramark") is a Delaware corporation
11 with its offices and headquarters located in Philadelphia, Pennsylvania. The website for Aramark
12 provides a listing of various sectors in which it offers services, including food services, facilities
13 management, uniform services, refreshment services, hospitality management, and supply chain
14 services, and Aramark operates throughout California and the United States. Under the food
15 services sector, Aramark maintains various Food Services Brands delineating the different types of
16 food services related operational entities under its umbrella, including Refreshment Services,
17 Sports & Entertainment, Destinations, Hospitality Services, and Correctional Services.
18 ARAMARK SERVICES, INC. is listed as the employer on the wage statements issued to Plaintiff,
19 with the Philadelphia address, and upon information and belief other Class members. Defendants
20 maintain and operate kitchen facilities and provide food services at several correctional facility
21 locations throughout California, including in San Joaquin County, Monterey County, San
22 Francisco City Jail, San Bruno Jail, Santa Cruz County, and at Santa Rita Jail in Alameda County.

23 5. Defendant ARAMARK CORRECTIONAL SERVICES, LLC is a Delaware
24 limited liability company with its principal offices in Philadelphia, Pennsylvania. Upon
25 information and belief, ARAMARK CORRECTIONAL SERVICES, LLC is a subsidiary or
26 related entity to ARAMARK SERVICES, INC. and is responsible for controlling and managing
27 Defendants' food services operations at kitchen facilities located at correctional facilities
28 throughout California and the United States. Aramark's website states the following under the

1 Correctional Services page: “We are committed to elevating experiences for officers, inmates, and
2 their families to create a positive environment within the facilities we serve.” Upon information
3 and belief, this includes providing separate kitchen facilities and kitchen workers for correctional
4 officers and different facilities and kitchen workers for inmates at the same correctional facility.

5 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
7 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
8 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
9 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
10 obligations and liabilities giving rise to this lawsuit occurred, at least in part in San Joaquin
11 County where Defendant operates and maintains correctional facility kitchen operations where
12 Class members are employed, and Defendants have operated and managed other correctional
13 facility kitchen locations throughout surrounding areas of California where Plaintiff and the other
14 Class members were employed.

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

23 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
24 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
25 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
26 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
27 all respects as the employers or joint employers of Employees. Defendants, and each of them,
28 exercised control over the wages, hours or working conditions of Employees, created and

1 implemented the policies and practices that governed the employment of Plaintiff and the Class
2 members and dictated their job duties and responsibilities, or otherwise suffered or permitted
3 Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common
4 law employment relationship, with the Employee Class members. Therefore, Defendants, and each
5 of them, employed or jointly employed the Employee Class members.

6 **FACTUAL BACKGROUND**

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

18 10. During the course of Plaintiff and the Class members' employment with
19 Defendants, they were not paid all wages they were owed, including for all work performed
20 (resulting in "off the clock" work) and for all their overtime hours worked. This has resulted in
21 systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders.
22 Defendants also employ other non-exempt, hourly employees as correctional facility kitchen
23 workers in California.

24 11. Defendants' correctional facility food services were provided by Class members
25 on a 24 hour schedule, with a morning, swing, and graveyard shift of 8.5 hours in scheduled
26 duration. This included a thirty minute meal period which Defendants automatically deducted
27 from hours worked for each shift without regard to whether or not a lawful meal period was in
28 fact provided. Plaintiff was generally scheduled to work the graveyard or swing shifts, and served

1 as a cook and server and performed other tasks required for providing food services to the
2 correctional facility officers and other prison personnel at her assigned location in Santa Rita.
3 Plaintiff recalls that the first shift generally had more scheduled Employees working, and they
4 would attend to varied job duties including restocking, cooking and grilling and food preparation,
5 steam table serving and receiving supply deliveries. Given the lesser numbers of employees on
6 the second and third shifts, it was difficult for them to take any regularly scheduled breaks given
7 the many food services job duties that needed to be performed and Defendants' practice of
8 understaffing the shifts.

9 12. Upon information and belief, Defendants also provided a second set of kitchen
10 facilities for inmates at the various correctional facilities where it operated. These inmate kitchens
11 did not operate 24 hours and were responsible for preparing and serving food to the prison
12 inmates, and some Class members were also assigned to work in them and to provide guidance to
13 inmates who were enlisted to provide assistance with food services. Schedules for the various
14 work shifts were posted at the kitchen facilities, and when schedules changed as they often did,
15 Plaintiff was contacted on her personal cellular phone by Defendants' managers to receive
16 updated scheduling and inquire as to availability to change shifts as needed. Work shifts were
17 generally scheduled for five days per week, with some six day weeks, and overtime was
18 controlled. Class members were not permitted to work overtime if it was for more than 15
19 minutes without receiving approval from management. Meal periods were not scheduled, and
20 Plaintiff was expected to take hers if and when it was a set time for the kitchen to be closed.

21 13. To begin her work shift, Plaintiff was required to enter the prison facility and
22 proceed through a security check point where her badge would be scanned and she would then
23 walk past the inmate yard to the tower and pass through multiple security doors and any further
24 inspections that were required. She would then walk to the kitchen facility and prepare to work
25 her shift. This time when she was under Defendants' control was not compensated, and Plaintiff
26 was not on the clock until she walked to the kitchen and picked up the phone and called an
27 attendance number Defendants set up to record timekeeping entries telephonically. In the event
28 the phone was not working or busy, Defendants required Plaintiff to fill out manual time sheets

1 with her shift start and end times written in. To the extent any meal period punch times were ever
2 recorded, Plaintiff was required to follow the same procedure to clock out then back into work
3 using the kitchen phone or paper records. Plaintiff estimate this process took approximately five
4 to six minutes per shift off the clock before she could clock in, and other Class members were
5 required to ensure similar off the clock work in order to commence their work shifts.

6 14. At the end of her work shift, Plaintiff was required to similarly call to clock out at
7 her scheduled shift end time. She then was required to confer with the incoming shift and then
8 walk through the prison facility, through the security doors, and through any further exit
9 screening she was required to complete before she could exit the building and return to her home.
10 Therefore, despite being under Defendants' control, Plaintiff was again required to work off the
11 clock at the end of her work shifts for approximately five or six minutes. Given the length of time
12 it took Plaintiff to enter the facility and arrive at her work station before clocking in, and the time
13 it took her to exit the facility and pass through all required screening and security measures after
14 clocking out, Defendants systematically failed to pay Plaintiff for all her hours worked.
15 Additional off the clock work followed when Defendants' managers would contact Class
16 members after their work shifts to address scheduling and other work related items. Upon
17 information and belief, the other Class members experienced and endured similar scheduling
18 practices and Labor Code and Wage Order violations at Defendants' hands as Plaintiff.

19 15. Upon information and belief, the actual timekeeping entries for the hours Plaintiff
20 called in or from any handwritten time records she used were manipulated and rounded down to
21 the detriment of Plaintiff, and the other Class members were similarly subject to rounding and
22 limiting of their overtime. This unlawful rounding resulted in further off the clock work on the
23 shifts Plaintiff and the Class members worked, and with the automatic deduction for 30 minutes
24 for a meal period, they were not credited as working for a substantial number of minutes and
25 hours per shift and week. Despite having the ability to record timekeeping entries to the minute,
26 Defendants generally paid Class members in accordance with their rounded entries which, when
27 combined with the off the clock work, resulted in hours recorded in Defendants' timekeeping and
28 payroll systems which conformed more generally to Class members' scheduled work hours rather

1 than their actual hours worked. Plaintiff and the Class members were also not provided the
2 opportunity to review their timekeeping records before they were sent to payroll for processing,
3 and if and when Plaintiff was permitted to review her time entries for a work shift, she was not
4 provided the opportunity to dispute them or otherwise address them with managers.

5 16. In addition to the above described rounding and time shaving and off the clock
6 work, Defendants would manipulate or require inputted timekeeping entries for meal periods that
7 would automatically deduct 30 minutes for a meal period on every shift. Defendants did so
8 without regard to whether an actual timely and duty free, uninterrupted meal period was
9 provided, and presumed it was for 30 minutes when it was not and when actual timekeeping
10 records did not reflect 30 minutes. For example, given the amount of time it takes to exit the
11 facility and reenter it during a meal period, Plaintiff and the Class members spend approximately
12 10 minutes of their meal periods under Defendants' control and any meal period they were
13 provided was impermissibly shortened to significantly less than 30 minutes. Upon information
14 and belief, Defendants committed similar violations and followed similar unlawful procedures in
15 connection with the other Class members. When Plaintiff and the Class members were under
16 Defendants' control without being compensated, including to respond to work demands during
17 off-duty times or during attempted breaks, this resulted in additional compensable time that was
18 not compensated as hours worked by Defendants.

19 17. Plaintiff was therefore not paid for all her hours worked at the required minimum,
20 overtime and double time wage rates due to Defendants' policy and practice of requiring her to
21 work off the clock and without pay and by unlawful rounding of hours, and Defendants thus also
22 failed to keep required records of hours worked and failed to keep them accurately. Defendants
23 therefore also failed to pay Plaintiff at the required overtime rates for all hours over eight in a
24 shift, or over forty in a work week. With work shifts generally scheduled for eight hours or more,
25 this unpaid off the clock work resulted in Plaintiff and the Class members working past eight
26 hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their
27 regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by failing
28 to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a

1 work week, and all hours over twelve in a day at the required double time rate. Upon information
2 and belief, the Class members were bound by similar scheduling and work policies and endured
3 similar violations at Defendants' hands as Plaintiff.

4 18. Defendants have either failed to maintain timekeeping records for Plaintiff that
5 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants
6 required and the actual hours Plaintiff worked or the breaks she received or have otherwise
7 declined to produce them to Plaintiff in response to a timely and lawful records request. By
8 failing to pay for all hours worked, and by rounding regular hours to the substantial detriment of
9 the Class members to conform generally to scheduled shift times, and by failing to record any
10 meal period beginning and ending times, Defendants have committed knowing and intentional
11 ongoing violations of the record keeping requirements under the Labor Code, including section
12 1174. Additionally, to the extent Defendants paid overtime, it was underpaid as addressed above
13 or Defendants failed to include all forms of remuneration in the regular rate used to calculate and
14 pay overtime wages, thus resulting in further underpayment of wages earned by Plaintiff and the
15 Class members.

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

25 20. Therefore, from at least four years prior to the filing of this lawsuit and continuing
26 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
27 hours worked and failing to pay minimum wages for all time worked, as required by California
28 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,

1 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
2 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
3 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
4 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

5 21. Defendants also failed to provide Plaintiff and the Class members with their
6 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
7 eight hours. The above described off the clock work contributed to Defendants' common policy
8 of failing to provide lawful meal periods to Plaintiff and the Class members, as required under the
9 Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically
10 failed to authorize and permit Plaintiff and the employee Class Members to take all required 10-
11 minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage
12 Order(s).

13 22. Plaintiff and the Class members generally worked shifts that entitled them to
14 receive at least one meal period and two rest breaks. However, Defendants failed to provide all
15 required meal periods and rest breaks to them. Defendants' uniformly applied policies and
16 practices systematically failed to provide required duty-free meal periods to Plaintiff and the
17 Class members, and Defendants did not even attempt to schedule meal periods. Instead, Plaintiff
18 and the Class members were expected to continue working throughout their shifts and to take a
19 meal period only when the kitchen was closed. The kitchen could only be closed for a very short
20 window during a shift, and usually occurred near the beginning of Plaintiff's work shifts, and
21 Defendants would be subject to substantial fines if the kitchens were not open and operating
22 during the required hours. This resulted in significant job demand pressures on Plaintiff to work
23 through her breaks or to otherwise shorten them. Plaintiff and the Class members were required
24 to input meal period start and end times showing compliant meal periods when in fact they were
25 never taken or were otherwise shortened unlawfully, including by requiring Plaintiff and the
26 Class members to remain under Defendants' control and respond to work demands or pass
27 through screenings and the like to exit and reenter the facilities.

1 23. Again, Defendants required time entries or manipulated them to reflect 30
2 minutes of off the clock time for meal periods for each shift without regard to whether they were
3 provided or not, and systematically and unlawfully deducted wages in doing so by not accounting
4 for all the time required to exit and reenter the facility. If and when Plaintiff was able to attempt
5 to take a meal break, it was therefore also not duty-free and was generally for significantly less
6 than 30 minutes. Defendants therefore failed to provide meal periods, provided them untimely, or
7 else provided impermissibly shortened meal periods where employees remained on-call to
8 perform duties when needed and had to hurry back to work. Upon information and belief, the
9 Class members endured similar meal period violations at Defendants' hands. On the occasions
10 when Plaintiff and the Class members worked over ten hours on a shift, Defendants failed to
11 provide them with a second uninterrupted and duty-free and timely meal period. Even when
12 Plaintiff and the Class members were able to take a meal period, it was provided for less than the
13 required time or was otherwise interrupted by work duties, and Employees were not free to leave
14 the property premises during breaks and were required to respond to calls and manager inquiries
15 and instructions during breaks.

16 24. Defendants thus failed to provide all the legally required unpaid, off-duty meal
17 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
18 members, as required by the applicable Wage Order and Labor Code. Defendants did not have a
19 policy or practice which provided or recorded all the legally required unpaid, off-duty meal
20 periods and all the legally required paid, off-duty rest periods to Employees. Plaintiff and other
21 Class members were required to perform work as ordered by Defendants or otherwise remain
22 under Defendants' control for more than five hours during a shift, or ten hours in a shift, but were
23 often required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks.
24 Additionally, as addressed above, Defendants followed a practice of requiring off the clock work
25 in a manner that would impact when Employees were to receive meal periods and rest breaks and
26 lead to further violations.

27 25. As a result, Defendants' failure to provide Plaintiff and the Class members with all
28 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest

1 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have
2 either failed to maintain required records of when meal periods were actually provided or failed to
3 produce them in response to Plaintiff's timely and lawful requests, or else maintained inaccurate
4 and incomplete records. Defendants also failed to pay Employees "premium pay," i.e. one hour of
5 wages at each Employee's effective hourly rate of pay, for each meal period or rest break that
6 Defendants failed to provide or deficiently provided. Upon information and belief, if and when
7 Defendants did pay any meal period premiums, they failed to include all forms of remuneration in
8 the regular rate used to calculate and pay it.

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

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

1 27. Defendants also failed to authorize and permit Plaintiff and the Class members to
2 take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction
3 thereof. There were similar issues with the required net ten-minute rest breaks that Plaintiff and
4 the Class members were unable to take as with meal periods. This was exacerbated by the fact
5 that Defendants made no efforts to schedule and otherwise authorize and permit Plaintiff and the
6 Class members to take their required ten minute rest breaks. As rest breaks were not scheduled,
7 Defendants' policy was not to provide them, and management did not emphasize the requirement
8 to provide at least one ten-minute duty-free rest period for each four-hour duty period, or major
9 fraction thereof. If and when Plaintiff was permitted to take a ten-minute rest break on a shift, she
10 was not permitted to take a second one or a third one or any breaks were untimely or
11 impermissibly shortened.

12 28. Therefore, the job requirements and duties required of Plaintiff and the Class
13 members, and the demands from supervisors, manifested a failure to authorize and permit Class
14 members to take all their required rest breaks. Plaintiff and the other similarly situated Class
15 members were either not authorized permitted the opportunity to take a rest break, or were
16 required to remain under Defendants' control and respond to instructions. Defendants also failed
17 to authorize and permit Employees to leave the property premises during rest breaks, or else
18 prevented them from doing so, thus further evidencing Defendants' policy and practice of
19 requiring Plaintiff and the Class members to remain under their control during required off-duty
20 rest breaks. It would be impossible for a Class member to leave the kitchen facilities during a rest
21 break as the time to walk out and pass through security in both directions would encompass the
22 entire 10 minute rest break, or the vast majority of it.

23 29. Defendants' policies and practices thus systematically deny and denied Plaintiff
24 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
25 periods. The California Supreme Court has instructed that the rest period requirement obligates
26 employers to permit and authorize employees to take-off-duty rest periods. That is, during rest
27 periods employers must relieve employees of all duties and relinquish control over how
28 employees spend their time. Plaintiff and the Class members were and are under Defendants'

1 control when they are working through rest breaks, and Defendants failed to schedule or account
2 for required first, second, and third rest breaks during the shifts Plaintiff and the Class members
3 generally worked.

4 30. Plaintiff and the Employees in the Class were not authorized and permitted to take
5 lawful rest periods, were systematically required by Defendants to work through or during breaks,
6 and were not provided with one hour's wages in lieu thereof. They were required to remain on
7 duty during breaks or portions of their breaks, thus making them either untimely or shortened and
8 on-duty, and they were also prevented from leaving the premises during rest breaks under
9 Defendants' policies and practices. Rest period violations therefore arose in one or more of the
10 following manners:

- 11 (a) Class members were required to work without being provided a minimum
12 ten minute rest period for every four hours or major fraction thereof
13 worked and were not compensated one hour of pay at their regular rate of
14 compensation for each workday that a rest period was not provided, and to
15 the extent Defendants paid any premiums, they failed to include all forms
16 of remuneration in the regular rate used to calculate and pay them.
- 17 (b) Class members were not authorized and permitted to take timely rest
18 periods for every four hours worked, or major fraction thereof; and
- 19 (c) Class members were required to remain on duty and under Defendants'
20 control during rest periods or otherwise had their rest periods interrupted
21 by work demands.

22 31. From at least four years prior to the filing of this lawsuit and continuing to the
23 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
24 deducting the Employees' earned wages, including by the above described off the clock work
25 before and after work shifts and automatically deducting hours for unpaid meal periods
26 Defendants failed to provide or when Defendants provided them for less than 30 minutes. By not
27 compensating Employees for all hours worked, and not recording any break times or permitting
28 off-duty breaks, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the

1 Class members, in violation of Labor Code § 221.

2 32. As a result of the above described illegal policies and practices, Defendants
3 engaged in and enforced the following additional unlawful practices and policies against Plaintiff
4 and the Class members she seeks to represent:

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

17 33. From at least four years prior to the filing of this lawsuit, and continuing to the
18 present, Defendants have also consistently failed to provide Employees with timely, accurate, and
19 itemized wage statements, in writing, as required by California wage-and-hour laws, including by
20 the above-described requirement of off the clock work, failure to pay all overtime, and failure to
21 pay premium wages for unprovided or otherwise unlawful meal and rest breaks. Defendants have
22 also made it difficult to account with precision for the unlawfully withheld wages and meal and
23 rest period compensation owed to Plaintiff and the Class, during the liability period, because they
24 did not implement and preserve a record-keeping method as required for non-exempt employees
25 by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage
26 Orders. Upon information and belief, time clock punches were not maintained or were not
27 accurately maintained for work shifts and meal periods. Defendants also failed to accurately
28 record and pay for all regular and overtime hours worked by Plaintiff and the Class members.

1 34. Defendants also provided Plaintiff and the Class members with wage statements
2 that failed to accurately report all hours worked and applicable hourly rates for all hours worked,
3 including by reflecting rounded hours to the Employees' detriment and otherwise requiring off the
4 clock work. For the same reasons as explained above, Plaintiff and the Class members were
5 provided with unlawful wage statements that failed to reflect all hours worked by rounding and off
6 the clock work and by only paying for her scheduled hours rather than her actual hours and failed
7 to pay for all overtime hours, including at the correct overtime rate. Defendants followed this
8 unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff
9 and the Class members worked more total hours than were reflected on the wage statements
10 including overtime hours. Plaintiff and the Employees in the Class were unable to discern from
11 their wage statements alone the actual hours they worked in total during a pay period and the rates
12 they were paid for those hours worked.

13 35. Defendants have thus also failed to comply with Labor Code § 226(a) by issuing
14 wage statements that inaccurately reported total hours worked and total wages earned by Plaintiff
15 and the Class members, along with the appropriate applicable rates, and failed to list the correct
16 employer's name and address, among other requirements. Plaintiff and Class members are
17 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code
18 § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California
19 IWC Wage Orders by failing to maintain time records showing when the employee begins and
20 ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total
21 daily hours worked by itemizing in wage statements all deductions from payment of wages and
22 accurately reporting total hours worked by the Class members.

23 36. Defendants required Plaintiff and the Class members to work hours off the clock
24 for which they were not compensated and engaged in systematic rounding to the detriment of
25 Employees, and Defendants also failed to pay all overtime premium wages owed for work
26 conducted on a work shift and a workday, as addressed above. Therefore, Defendants have also
27 followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other
28 similarly situated Employees at the time of their termination or within seventy-two hours of their

1 resignation, as required by California wage-and-hour laws. Defendants also failed to pay all wages
2 owed to those Class members at the time they were terminated or otherwise separated from
3 employment.

4 37. Additionally, from at least four years prior to the filing of this lawsuit and
5 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
6 incur necessary business expenses in the course of performing their required job duties without
7 reimbursement. Defendants required Plaintiff and the Class members to use their cellular phones
8 to conduct work related business and to receive scheduling and assignments when they were off
9 the clock. Plaintiff and the Class members must be reimbursed for these necessary business
10 expenses under Labor Code § 2802 and Defendants systematically failed to do so.

11 38. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
12 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7, 510,
13 511, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 2802, and 2698 *et seq.*, and California Code of
14 Regulations, Title 8, section 11000 *et seq.*

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

19 **CLASS ALLEGATIONS**

20 40. Plaintiff brings this class action on behalf of herself and all others similarly situated
21 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or
22 “Class members”) defined as follows: “All individuals employed by Defendants at any time
23 during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
24 determined by the Court (“the Class Period”), and who have been employed as non-exempt,
25 hourly kitchen workers at Defendants’ correctional facility locations within the State of
26 California.” Further, Plaintiff seeks to represent the Subclasses composed of and defined as
27 follows:
28

- 1 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
2 compensated for all hours worked for Defendants at the applicable minimum wage.
- 3 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
4 compensated for all hours worked for Defendants at the required rates of pay, including for all
5 hours worked in excess of eight in a day and/or forty in a week.
- 6 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
7 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
8 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 9 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to authorize and permit Employees to take
11 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
12 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 13 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
14 applicable limitations period, were not provided with accurate itemized wage statements.
- 15 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members
16 who were subject to Defendants' policy and/or practice of deducting wages earned from their pay,
17 including by requiring off the clock work.
- 18 g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
19 members who were subject to Defendants' policy and practice of not timely paying all wages
20 earned when they were due and payable at least twice monthly.
- 21 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
22 applicable limitations period, either voluntarily or involuntarily separated from their employment
23 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
24 termination.
- 25 i. Subclass 9. Expense Reimbursement Subclass. All Class members who incurred
26 necessary and reasonable expenses in connection with performing their job duties for Defendants
27 and who were subject to a policy and/or practice under which such expenses were not reimbursed.
28

j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

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

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

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

A. Numerosity

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

B. Commonality

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

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- g. Whether Defendants violated Labor Code § 221;
- h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- i. Whether Defendants' conduct was willful;
- j. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of earned wages and work periods;
- k. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked;

- 1 l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
2 wages earned at least twice monthly;
- 3 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
4 business expenses incurred by Employees;
- 5 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
6 o. Whether Employees are entitled to equitable relief pursuant to Business and
7 Professions Code § 17200 *et seq.*

8 **C. Typicality**

9 46. The claims of the named Plaintiff are typical of those of the other Employees. The
10 Employee Class members all sustained injuries and damages arising out of and caused by
11 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
12 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
13 the off the clock work and meal and rest violations they were required to endure are typical of
14 those of the other Class members.

15 **D. Adequacy of Representation**

16 47. Plaintiff will fairly and adequately represent and protect the interest of the
17 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
18 experienced and competent in litigating employment class actions.

19 **E. Superiority of Class Action**

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

25 49. As to the issues raised in this case, a class action is superior to all other methods for
26 the fair and efficient adjudication of this controversy, as joinder of all Class members is
27 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
28 members. Further, as the economic or other loss suffered by vast numbers of Class members may

1 be relatively small, the expense and burden of individual actions makes it difficult for the Class
2 members to individually redress the wrongs they have suffered. Moreover, in the event
3 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
4 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
5 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
6 to vindicate their rights for violations they endured which they would otherwise be foreclosed
7 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

8 50. Class action treatment will allow those persons similarly situated to litigate their
9 claims in the manner that is most efficient and economical for the parties and the judicial system.
10 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
11 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
12 set forth the subject and nature of the instant action. The Defendants' own business records can be
13 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
14 that any further notice is required additional media and/or mailings can be used.

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

23 52. Plaintiff and the Employees in the Class did not discover the fact that they were
24 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
25 any discussion about Plaintiff and the Class members waiving their Constitutional rights of trial by
26 jury, to collectively organize and oppose unlawful pay practices under California law as well as
27 obtain injunctive relief preventing such practices from continuing. The applicable statutes of
28 limitation tolled until such time as Plaintiff and the Class members discovered their claims.

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

53. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

54. Defendants failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work and unlawful rounding, including all the time required to remain on duty and under Defendants' control and during breaks and due to the work demands placed upon them by Defendants' management. Defendants also imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Class members and required them to list or otherwise record hours worked as scheduled rather than as actually worked, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant Class Period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

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

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

4 57. The applicable minimum wage rate fixed by the commission for work during the
5 relevant period is found in the Wage Orders.

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

12 59. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
13 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
14 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
15 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
16 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
17 the absence of a contractually agreed upon one. The underpayment of wages to Plaintiff and the
18 Class members is and has been a direct consequence of Defendants’ unlawful compensation
19 policies and practices, which applied uniformly to the Class members working at locations and
20 work sites throughout California.

21 60. In committing the above-described violations of the California Labor Code,
22 Defendants inaccurately recorded, or required Plaintiff and the Class members to input times that
23 did not reflect their actual hours worked, or calculated the correct time worked and consequently
24 underpaid the actual time worked by Plaintiff and other members of the Class, including by
25 requiring off the clock work and rounding and refusing to pay all incurred overtime, as addressed
26 in detail above. Defendants acted in an illegal attempt to avoid the payment of all earned wages,
27 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
28

1 requirements and other applicable laws and regulations. As a result of these violations, Defendants
2 also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

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

7 62. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
8 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
9 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
10 pay each employee minimum wages.

11 63. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
12 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
13 interest thereon.

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

17 65. Wherefore, Plaintiff and the Employee Class members are entitled to recover the
18 unpaid minimum wages (including double minimum wages), liquidated damages in an amount
19 equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees
20 and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of
21 the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs,
22 as well as the assessment of any statutory and/or civil penalties against Defendants, in a sum as
23 provided by the California Labor Code, including § 558, and/or other applicable statutes. To the
24 extent minimum wage compensation is determined to be owed to the Class members who have
25 terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202,
26 and therefore these individuals are also be entitled to waiting time penalties under California
27 Labor Code § 203, which penalties are sought herein on behalf of these Class members.
28 Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 for failure to pay

1 all wages owed twice monthly and resulted in violations of Labor Code § 226 because they
2 resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was
3 willful, intentional and not in good faith. Further, Plaintiff and other Class members are entitled to
4 seek and recover statutory costs.

5 **SECOND CAUSE OF ACTION**

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

7 **(Against All Defendants)**

8 66. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

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

16 68. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
17 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
18 Industrial Welfare Commission) by failing to pay Employees for all hours worked, including: (a)
19 time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday
20 or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day
21 of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of
22 twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of
23 work in a workweek. Defendants had a consistent policy of not paying Employees wages for all
24 hours worked, including by requiring off the clock work and rounding as addressed above and by
25 under-reporting actual hours worked. With work shifts generally being scheduled for eight hours
26 or more, this unpaid off the clock work resulted in Plaintiff and the Class members working past
27 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times
28 their regular rate.

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

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

71. Additionally, Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid in addition to an
2 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
3 be paid to the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in
4 this section are in addition to any other civil or criminal penalty provided by law.” Defendants
5 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
6 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
7 Code § 558.

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

14 73. Employees have been damaged by these violations of California Labor Code §§
15 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
16 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
17 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
18 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
19 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
20 any order or ruling of the commission.”

21 74. Consequently, pursuant to the California Labor Code, including Labor Code §§
22 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders,
23 including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full
24 amount of all their unpaid wages and overtime compensation for all their hours worked, with
25 interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory
26 penalties against Defendants, and each of them, and any additional sums as provided by the
27 Labor Code and/or other statutes.

1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 75. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

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

11 77. Defendants failed to provide Employees with meal periods as required under the
12 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
13 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
14 provided them after Employees worked beyond the fifth hour of their shifts or Employees
15 otherwise had them shortened and interrupted by work demands and requirements to remain under
16 Defendants' control during off the clock time. Furthermore, upon information and belief, on the
17 occasions when Employees worked more than ten hours in a given shift, they did so without
18 receiving a second uninterrupted thirty-minute meal period as required by law.

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

23 79. Moreover, Defendants failed to compensate Employees for each meal period not
24 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
25 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
26 employee a meal period in accordance with this section, the employer shall pay the employee one
27 hour of pay at the employee's regular rate of compensation for each workday that the meal period
28 is not provided. Defendants failed to compensate the Employees in the Class for each meal period

1 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
2 and 20 of the applicable IWC Wage Order.

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

9 **FOURTH CAUSE OF ACTION**

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

11 **(Against All Defendants)**

12 81. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

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

17 83. Employees consistently worked consecutive four hour shifts and were generally
18 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
19 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
20 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
21 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
22 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no
23 efforts to authorize and permit rest breaks or otherwise schedule them, and Employees were often
24 required to work or to otherwise remain under Defendants' control during rest periods, and had
25 breaks provided untimely as a result of the above described off the clock work. Plaintiff and the
26 Class members were also not permitted to leave their work premises during any rest breaks they
27 were able to take.

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

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

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

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

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

88. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

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

1 employer must give the employee these statements twice a month or each time wages are paid.

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

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

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

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

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

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

21 95. 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 96. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
28 IWC Wage Order, Plaintiff 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
3 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
4 an award of costs and reasonable attorneys' fees.

5 **SIXTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 221**
7 **(Against All Defendants)**

8 97. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 98. 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 99. 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 by rounding and
17 requiring off the clock work, as alleged above.

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

20 **SEVENTH CAUSE OF ACTION**
21 **VIOLATION OF LABOR CODE § 204**
22 **(Against All Defendants)**

23 101. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 102. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
26 employment are due and payable twice during each calendar month, on days designated in
27 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
28 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month

1 during which the labor was performed, and labor performed between the 16th and the last day,
2 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
3 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
4 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
5 calendar days following the close of the payroll period.” As detailed above, Defendants
6 maintained a consistently applied policy and practice of not paying all wages earned between the
7 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
8 between the 16th and the last day of the month between the 1st and 10th day of the following month.
9 This included failing to pay all wages due and owing to Plaintiff and the Class members for all
10 hours they worked.

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

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

25 105. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
26 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
27 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
28 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the

1 applicable IWC Wage Orders.

2 **EIGHTH CAUSE OF ACTION**
3 **VIOLATION OF LABOR CODE § 203**
4 **(Against All Defendants)**

5 106. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 107. Numerous Class members are no longer employed by Defendants; they either quit
8 Defendants' employ or were fired therefrom.

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

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

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

20 111. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
21 are required "to pay each employee, on the established payday for the period involved, not less
22 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
23 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
24 or under conditions of labor prohibited by the order is unlawful." Plaintiff on behalf of these Class
25 members may therefore pursue damages and penalties for violations of Labor Code § 203 and
26 paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the
27 applicable IWC Wage Orders. Also, under Labor Code § 1199(a)-(c), it is a misdemeanor and
28 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer

1 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or
2 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
3 “violates...any provision of this chapter or any order or ruling of the commission.”

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

8 **NINTH CAUSE OF ACTION**
9 **FOR FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**
10 **UNDER LABOR CODE § 2802**
11 **(Against All Defendants)**

12 113. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
13 full herein.

14 114. Plaintiff and the Class are informed and believe and based thereon allege that
15 throughout the period applicable, Defendants required Plaintiff and the Class members to pay for
16 necessary work related expenses they incurred. Defendants required Plaintiff and the Class
17 members to use their cellular phones to conduct work related business and to receive scheduling
18 and assignments while they were off the clock. Plaintiff and the Class members must be
19 reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants
20 systematically failed to do so.

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

25 116. Defendants’ knowing and willful failure to reimburse lawful necessary work related
26 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
27 things, Defendants did not inform employees of their right to be reimbursed for those work related
28 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard

1 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
2 necessary expenses was an expected and essential function of their employment with Defendants
3 and that failure to incur those expenses would have adverse consequences on their employment.

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

10 **TENTH CAUSE OF ACTION**

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

12 **(Against All Defendants)**

13 118. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

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

20 120. Plaintiff is a "person" within the meaning of Business & Professions Code
21 § 17204, have suffered injury, and therefore has standing to bring this cause of action for
22 injunctive relief, restitution, and other appropriate equitable relief.

23 121. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
24 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
25 fraudulent in that Defendants' policy and practice failed to provide the required amount of
26 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
27 Class members for all hours worked, due to systematic business practices as alleged herein that
28 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare

1 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
2 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
3 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

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

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

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

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

23 126. By the conduct alleged herein, Defendants have engaged and continue to engage in
24 a business practice which violates California and federal law, including but not limited to, the
25 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
26 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court
27 should issue declaratory and other equitable relief pursuant to California Business & Professions
28 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair

1 competition, including restitution of wages wrongfully withheld.

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

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

11 **ELEVENTH CAUSE OF ACTION**
12 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***
13 **(Against All Defendants)**

14 129. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in
15 full herein.

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

20 131. In failing to pay Aggrieved Employees minimum wages and overtime, not
21 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
22 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
23 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
24 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
25 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
26 paragraph 7 of the applicable IWC Wage Orders.

27 132. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
28 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,

1 including the penalty provisions, without limitation, based, inter alia, on the following California
2 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
3 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 *et seq.*

4 133. More specifically, after complying with the notice procedures of Labor Code §
5 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
6 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
7 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
8 including as follows:

9 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
10 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
11 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
12 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
13 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
14 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
15 to Labor Code § 2699(g)(1);

16 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
17 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
18 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
19 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
20 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
21 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
22 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
23 pursuant to Labor Code § 2699(g)(1);

24 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
25 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
26 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
27 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
28 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),

226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

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

(f) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections: For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

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

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

135. Plaintiff has exhausted her administrative remedies by submitting a certified letter to the LWDA and Defendants on January 24, 2023 (LWDA Case No. LWDA-CM-931355-23) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

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

1 4. For compensatory damages in the amount of all unpaid wages, including overtime
2 and double-time pay, as may be proven;

3 5. For compensatory damages in the amount of the hourly wage made by Employees
4 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
5 years prior to the filing of this action, as may be proven;

6 6. For compensatory damages in the amount of the hourly wage made by Employees
7 for each day requisite rest breaks were not provided or were deficiently provided where no
8 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
9 be proven;

10 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

11 8. For restitution and/or damages and penalties for Defendants' failure to pay all
12 wages due twice monthly under Labor Code § 204, as may be proven;

13 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
14 for all class members in violation of Labor Code § 221, as may be proven;

15 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
16 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

17 11. For damages and restitution for failure to reimburse all reasonable and necessary
18 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

19 12. For liquidated damages pursuant to California Labor Code 1194.2(a) for failure to
20 pay minimum wage;

21 13. For restitution for unfair competition pursuant to Business & Professions Code
22 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

23 14. For an order enjoining Defendants and their agents, servants, and employees, and
24 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
25 duties adumbrated in this Complaint;

26 15. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

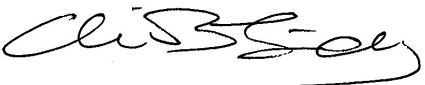
27 16. For penalties under Labor Code § 558, as may be proven;

28 17. For other wages and penalties under the Labor Code as may be proven;

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

6
7 DATED: March 30, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

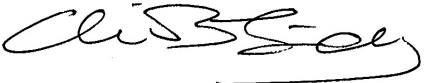
8
9 By 
10 David Yeremian
11 Alvin B. Lindsay
12 Attorneys for Plaintiff MONICA
13 CASILLAS, on behalf of herself
14 and all others similarly situated
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DEMAND FOR JURY TRIAL

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

DATED: March 30, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

By 

David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff MONICA
CASILLAS, on behalf of herself
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 2540 Foothill Blvd., Suite 201, La Crescenta, CA 91214.

Eric Meckley
Sarah Zenewicz
Kassia Stephenson
MORGAN. LEWIS & BOCIGUS LLP
One Market, Spear Street Tower
San Francisco, CA 94105-1596

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at La Crescenta, 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.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on March 30, 2023, at La Crescenta, California.

Natalia Bermudes
Natalia Bermudes