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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF BUTTE**

12 DAWN VANVYNCKT, individually and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 DHL ENTERPRISES, LLC; and DOES 1 through
17 100, inclusive,

18 Defendants.

Case No. **25CV04416**

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- 1) **Failure to Pay All Minimum Wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197);**
- 2) **Failure to Pay All Overtime Wages (Labor Code §§ 204, 510, 1194 and 1198);**
- 3) **Meal Period Violations (Labor Code §§ 226.7, 512, and 558);**
- 4) **Rest Period Violations (Labor Code §§ 226.7, 516, and 558);**
- 5) **Wage Statement Violations (Labor Code § 226 *et seq.*);**
- 6) **Waiting Time Penalties (Labor Code §§ 201-203);**
- 7) **Failure to Reimburse Employees for Necessary Business Expenses (Labor Code §§ 2802 and 2804);**
- 8) **Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*); and**
- 9) **Civil Penalties and Public Injunctive Relief under the Private Attorneys General Act (Labor Code § 2698 *et seq.*)**

DEMAND FOR JURY TRIAL

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**REQUEST FOR PUBLIC INJUNCTIVE
RELIEF
UNLIMITED CIVIL CASE**

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1 Plaintiff Dawn Vanvynckt (“Plaintiff”), individually and on behalf of all others similarly
2 situated, hereby brings this Class and Representative Action Complaint (“Complaint”) against
3 Defendants DHL Enterprises, LLC; and DOES 1 through 100, inclusive (collectively, “Defendants”),
4 and on information and belief alleges as follows:

5 **STATEMENT OF THE CASE**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 201-204, 206, 210, 221,
8 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
9 1198, 1199, 2800, 2802, and 2804, California Business & Professions Code §§ 17200 *et seq.*, and the
10 Industrial Welfare Commission Wage Order No. 15 (“Wage Order 15”), in addition to seeking
11 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil
12 Procedure § 382.

13 **JURISDICTION AND VENUE**

14 2. This Court has jurisdiction over Defendants because, upon information and belief,
15 Defendants are citizens of California, Defendants have sufficient minimum contacts in California, or
16 otherwise intentionally avail themselves to the California market so as to render the exercise of
17 jurisdiction over them by the California courts consistent with the traditional notions of fair play and
18 substantial justice.

19 3. Venue in this County is proper under California Business & Professions Code § 17203
20 and California Code of Civil Procedure § 395.5 because a substantial part of Defendants’ unlawful
21 conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants conduct
22 substantial business in this County, and/or Defendants’ liability arose in this County.

23 **PARTIES**

24 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
25 Plaintiff was, and currently is, a resident of California. Within the statute of limitations periods
26 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
27 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of herein,
28 lost money and/or property, and has been deprived of the rights guaranteed to her by Labor Code §§

1 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*,
2 2802, 2804, Business & Professions Code § 17200 *et seq.*, and Wage Order 15, which sets employment
3 standards for household occupations.

4 5. Plaintiff is informed and believes, and based thereon alleges, that during the time period
5 relevant to this action, Defendants did (and do) business by providing home care services and medical
6 staffing in and around Chico, California.

7 6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
8 herein, Defendants were licensed to do business in California and were the employers of Plaintiff and
9 of the members of the Classes (as defined below).

10 7. Plaintiff does not know the true names, capacities, relationships, and/or the extent of
11 participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this Complaint.
12 For that reason, Defendants DOES 1 through 100, inclusive, are sued under such fictitious names.
13 Plaintiff prays for leave to amend this Complaint when their true names and capacities are known.
14 Plaintiff is informed and believes, and based thereon alleges, that each fictitiously named Respondent
15 is and was responsible in some way for the alleged wage-and-hour violations and other wrongful
16 conduct that subjected Plaintiff and the Classes, as defined below, to the illegal employment practices,
17 wrongs and injuries complained of herein. All references in this Complaint to “Defendants” shall be
18 deemed to include all DOE Defendants.

19 8. At all times herein mentioned, each of said Defendants participated in the doing of the
20 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
21 and each of them, were the agents, servants, and employees of each and every one of the other
22 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
23 within the course and scope of said agency and employment. Defendants, and each of them, approved
24 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
25 herein.

26 9. At all times mentioned herein, Defendants, and each of them, were members of and
27 engaged in a joint venture, partnership, and common enterprise, and acted within the course and scope
28 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges

1 that all Defendants were joint employers for all purposes of Plaintiff and the Classes (as defined
2 below).

3 **GENERAL FACTUAL ALLEGATIONS**

4 10. Defendants offer in-home care and medical staffing services in and around Chico,
5 California. Defendants employed Plaintiff as a non-exempt employee in California within the past
6 year. Specifically, Defendants employed Plaintiff as a caregiver from approximately November 2023
7 through August 2025. Plaintiff's job duties included providing companionship and personal care,
8 driving clients to medical appointments, cleaning client's homes, etc.

9 11. Defendants failed to pay Plaintiff and other non-exempt employees all minimum,
10 regular, and overtime wages for all hours worked in violation of the Labor Code and IWC Wage
11 Orders. Plaintiff and other non-exempt employees regularly worked more than eight (8) hours and/or
12 10 hours per workday, over 40 hours per workweek, and/or over eight (8) hours per workday on the
13 seventh consecutive day of work. Defendants' practices and policies deprived Plaintiff and other non-
14 exempt employees of minimum, regular, and overtime wages for work they performed off the clock.
15 Defendants required Plaintiff and other non-exempt employees to complete work-related tasks off the
16 clock, such as pre- and post-shift work and work-related travel time from one client to another.
17 Accordingly, Defendants failed to pay Plaintiff and other non-exempt employees the proper minimum,
18 regular, and/or overtime wages for all hours worked.

19 12. Defendants deprived Plaintiff and other non-exempt employees of the opportunity to
20 take all of their statutorily entitled meal periods within the appropriate time intervals or provide
21 compensation in lieu thereof in violation of the Labor Code and Wage Order 15. Defendants failed to
22 provide timely off-duty 30-minute meal periods within the appropriate time intervals to Plaintiff and
23 other non-exempt employees as required by Labor Code § 512 and § 11 of the applicable Wage Order.
24 Plaintiff and other non-exempt employees had their meal periods shortened, interrupted, late, and/or
25 missed altogether due to Defendants' practice of understaffing and prioritizing work demands over
26 taking compliant breaks. Accordingly, Defendants failed to authorize and permit and/or make
27 available to aggrieved employees timely, uninterrupted off-duty meal periods for at least 30 minutes
28 when they worked more than five (5) hours and/or 10 hours in a workday, and failed to compensate

1 Plaintiff and other non-exempt employees with an additional hour of pay at their regular rate of pay
2 for every day in which they were denied a compliant meal period.

3 13. Defendants failed to permit Plaintiff and other non-exempt employees to take all of
4 their statutorily entitled 10-minute rest periods for every four (4) hours worked or major fraction
5 thereof or provide compensation in lieu thereof in violation of the Labor Code and Wage Order 15.
6 Plaintiff and other non-exempt employees missed their rest breaks or had them interrupted or governed
7 by Defendants' practices and policies, including understaffing and prioritizing work demands over
8 taking compliant breaks. Notwithstanding the above rest break violations, Defendants failed to
9 compensate Plaintiff and other non-exempt employees with an additional hour of pay at their regular
10 rate of pay for every day in which they suffered a rest period violation.

11 14. Defendants also required Plaintiff and other non-exempt employees to provide their
12 own supplies necessary to perform their job duties without reimbursing them for these necessary
13 business expenses. Specifically, Defendants required Plaintiff and other non-exempt employees to use
14 their personal cell phones to clock in and out for their shifts and to communicate with supervisors
15 about their work duties. Defendants did not reimburse Plaintiff and other non-exempt employees for
16 a reasonable portion of their cellular phone expenses, as mandated by *Cochran v. Schwan's Home*
17 *Service, Inc.* (2014) 228 Cal.App.4th 1137, and Labor Code § 2802. Rather, Defendants reimbursed
18 Plaintiff and other non-exempt employees at the unreasonable rate of \$2.50 per week for their cell
19 phone expenses.

20 15. As a result of Defendants' failure to pay minimum wages, overtime wages, and double-
21 time wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate
22 payroll records, issued inaccurate wage statements to Plaintiff and other non-exempt employees, and
23 failed to pay all final wages owed to Plaintiff and other non-exempt employees upon their respective
24 separations from employment.

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CLASS ACTION ALLEGATIONS

16. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following Classes pursuant to Code of Civil Procedure § 382:

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices for non-exempt employees, during the four years immediately preceding the filing of this action through the present.
- b. The Overtime Class consists of all Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per workweek and were subject to Defendants' timekeeping policies and/or practices for non-exempt employees, during the four years immediately preceding the filing of this action through the present.
- c. The Meal Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours during the four years immediately preceding the filing of this action through the present.
- d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.
- e. The Waiting Time Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class, who separated their employment with Defendants during the three years immediately preceding the filing of this action through the present.
- f. The Reimbursement Class consists of all Defendants' current and former non-exempt employees in California who were who were subject to Defendants' reimbursement policies/practices, during the four years immediately preceding the filing of this action through the present.
- g. The Wage Statement Class consists of: (i) all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class; and/or (ii) all of

Defendants' current and former non-exempt employees in California who were paid in cash for work performed, who received a wage statement from Defendants during the one year immediately preceding the filing of this action through the present.

17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- b. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- c. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class and/or Overtime Class;
- d. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- e. Whether Defendants authorized and permitted all lawful rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- f. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal and/or rest periods pursuant to Labor Code §§ 226.7;
- g. Whether Defendants paid all wages/compensation due upon separation to members of the Waiting Time Class as required under California law;

- 1 h. Whether Defendants failed to reimburse members of the Reimbursement Class for all
2 necessary business expenses incurred pursuant to Labor Code §§ 2802 and 2804; and
3 i. Whether Defendants furnished legally compliant wage statements to members of the
4 Wage Statement Class pursuant to Labor Code § 226.

5 19. **Predominance of Common Questions:** Common questions of law and fact
6 predominate over questions that affect only individual members of the Classes. The common questions
7 of law set forth above are numerous and substantial and stem from Defendants' policies and/or
8 practices applicable to each individual class member, such as Defendants' uniform timeclock
9 policies/practices, meal and rest period policies/practices, and reimbursement policies/practices. As
10 such, common questions predominate over individual questions concerning each individual class
11 member's showing as to their eligibility for recovery or as to the amount of their damages.

12 20. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff
13 was employed by Defendants as a non-exempt employee in California during the statute(s) of
14 limitations period applicable to each cause of action pled in the action. As alleged herein, Plaintiff,
15 like the members of the Classes, was deprived of all minimum and overtime wages owed, was not
16 provided all required meal periods, was not authorized and permitted to take all required rest periods,
17 did not receive meal and rest period premium wages at her regular rate of pay for missed or non-
18 compliant meal and rest periods, was not reimbursed for all necessary business expenses, and was not
19 provided with accurate, itemized wage statements.

20 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
21 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
22 attorneys are ready, willing and able to fully and adequately represent the members of the Classes and
23 Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in the past and
24 are committed to vigorously prosecuting this action on behalf of the members of the Classes.

25 22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
26 important public interest in establishing minimum working conditions and standards in California.
27 These laws and labor standards protect the average working employee from exploitation by employers
28 who have the responsibility to follow the laws and who may seek to take advantage of superior

1 economic and bargaining power in setting onerous terms and conditions of employment. The nature
2 of this action and the format of laws available to Plaintiff and members of the Classes make the class
3 action format a particularly efficient and appropriate procedure to redress the violations alleged herein.
4 If each employee were required to file an individual lawsuit, Defendants would necessarily gain an
5 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
6 each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring
7 each member of the Classes to pursue an individual remedy would also discourage the assertion of
8 lawful claims by employees who would be disinclined to file an action against their former and/or
9 current employer for real and justifiable fear of retaliation and permanent damage to their careers at
10 subsequent employment. Further, the prosecution of separate actions by the individual class members,
11 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
12 with respect to the individual class members against Defendants herein; and which would establish
13 potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect
14 to individual class members which would, as a practical matter, be dispositive of the interest of the
15 other class members not parties to adjudications or which would substantially impair or impede the
16 ability of the class members to protect their interests. Further, the claims of the individual members of
17 the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the
18 concomitant costs and expenses attending thereto. As such, the Classes identified herein are
19 maintainable as a Class under Code of Civil Procedure § 382.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY ALL MINIMUM WAGES**

22 **(AGAINST ALL DEFENDANTS)**

23 23. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 24. Wage Order 15, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right
25 of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor
26 Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum
27 wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees
28 and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest

1 accrued thereon.

2 25. At all relevant times herein, Defendants failed to conform their pay practices to the
3 requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all
4 hours worked including, but not limited to, all hours they were subject to the control of Defendants
5 and/or suffered or permitted to work under the California Labor Code and Wage Order 15.

6 26. California Labor Code § 1198 makes unlawful the employment of an employee under
7 conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an
8 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees
9 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
10 due and interest thereon.

11 27. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
12 Plaintiff and the Minimum Wage Class have sustained economic damages including, but not limited
13 to, unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover
14 economic and statutory damages and penalties and other appropriate relief as a result of Defendants'
15 violations of the California Labor Code and Wage Order 15.

16 28. The foregoing practices and policies are unlawful and create an entitlement to recovery
17 by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid amount of
18 minimum wages owing, including interest thereon, liquidated damages, statutory and civil penalties,
19 attorney's fees, and costs of suit according to California Labor Code §§ 204, 558, 1194, 1197, and
20 1198, Wage Order 15, and Code of Civil Procedure § 1021.5.

21 29. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
22 conduct described herein, have committed an "intentional theft of wages in an amount greater than
23 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
24 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
25 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
26 the Minimum Wage Class of wages by unlawful means with the knowledge that the wages are due to
27 the Minimum Wage Class under the law. Thus, Plaintiff and members of the Minimum Wage Class
28 are entitled to treble damages and costs, including reasonable attorneys' fees, pursuant to California

1 Penal Code § 496(c).

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PAY ALL OVERTIME WAGES**

4 **(AGAINST ALL DEFENDANTS)**

5 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198,
7 which provides that non-exempt employees are entitled to all overtime wages and compensation for
8 all overtime hours worked and provide a private right of action for the failure to pay all overtime
9 compensation for overtime work performed.

10 32. At all times relevant herein, Defendants were required to properly compensate non-
11 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
12 worked pursuant to California Labor Code § 1194 and Wage Order 15. Wage Order 15, § 3 requires
13 an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for
14 work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek.
15 Defendants caused Plaintiff to work overtime hours but did not compensate Plaintiff or members of
16 the Overtime Class with one and one-half times their regular rate of pay for such hours.

17 33. The foregoing policies and practices are unlawful and create an entitlement to recovery
18 by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount of overtime
19 premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and costs of suit
20 according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code of Civil
21 Procedure § 1021.5.

22 34. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
23 conduct described herein, have committed an “intentional theft of wages in an amount greater than
24 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
25 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
26 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
27 the Overtime Class of wages by unlawful means with the knowledge that the wages are due to the
28 Overtime Class under the law. Thus, Plaintiff and members of the Overtime Class are entitled to treble

1 damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code § 496(c).

2 **THIRD CAUSE OF ACTION**

3 **MEAL PERIOD VIOLATIONS**

4 **(AGAINST ALL DEFENDANTS)**

5 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in
7 their affirmative obligation to provide all of their non-exempt employees in California, including
8 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance
9 with the mandates of the California Labor Code and Wage Order 15, § 11. Despite Defendants'
10 violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal
11 Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204,
12 210, 226.7, and 512.

13 37. As a result, Defendants are responsible for paying premium compensation for meal
14 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 15, including interest
15 thereon, statutory penalties, civil penalties, and costs of suit.

16 38. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
17 conduct described herein, have committed an "intentional theft of wages in an amount greater than
18 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
19 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
20 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
21 the Meal Period Class of wages by unlawful means with the knowledge that the wages are due to the
22 Meal Period Class under the law. Thus, Plaintiff and members of the Meal Period Class are entitled to
23 treble damages and costs, including reasonable attorneys' fees, pursuant to California Penal Code §
24 496(c).

25 **FOURTH CAUSE OF ACTION**

26 **REST PERIOD VIOLATIONS**

27 **(AGAINST ALL DEFENDANTS)**

28 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 40. Wage Order 15, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees
2 to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or
3 major fraction thereof. 41. As alleged herein, Defendants failed to authorize and permit Plaintiff and
4 members of the Rest Period Class to take all required rest periods.

5 41. The foregoing violations create an entitlement to recovery by Plaintiff and members of
6 the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including
7 interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7,
8 516, and Civil Code §§ 3287(b) and 3289.

9 42. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
10 conduct described herein, have committed an “intentional theft of wages in an amount greater than
11 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
12 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
13 the meaning of California Penal Code § 487m. Specifically, Defendants have intentionally deprived
14 the Rest Period Class of wages by unlawful means with the knowledge that the wages are due to the
15 Rest Period Class under the law. Thus, Plaintiff and members of the Rest Period Class are entitled to
16 treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code §
17 496(c).

18 **FIFTH CAUSE OF ACTION**
19 **WAGE STATEMENT VIOLATIONS**
20 **(AGAINST ALL DEFENDANTS)**

21 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and
24 members of the Wage Statement Class with accurate and complete, itemized wage statements that
25 included, among other requirements, all hours worked, total gross wages earned, all rates of pay and
26 corresponding number of hours worked, total net wages earned, and the correct name of the legal entity
27 that is the employer in violation of Labor Code §§ 226 *et seq.*

28 45. Defendants’ failure to furnish Plaintiff and members of the Wage Statement Class with

1 accurate and complete, itemized wage statements resulted in actual injury, as said failures led to,
2 among other things, the non-payment of minimum and overtime wages and meal and rest period
3 premium wages owed, and deprived them of the information necessary to identify the discrepancies
4 in Defendants' reported data.

5 46. Defendants' failures create an entitlement to recovery by Plaintiff and members of the
6 Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code §§
7 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
8 according to California Labor Code §§ 226 *et seq.*

9 **SIXTH CAUSE OF ACTION**

10 **WAITING TIME PENALTIES**

11 **(AGAINST ALL DEFENDANTS)**

12 47. Plaintiff re-alleges and incorporates all previous paragraphs.

13 48. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
14 employer to pay all wages earned immediately at the time of separation of employment in the event
15 the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her
16 intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said
17 employee's wages become due and payable no later than 72 hours upon said employee's last date of
18 employment.

19 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
20 timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of
21 their separation, which includes, among other things, underpaid minimum and overtime wages, and
22 meal and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon
23 alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of
24 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
25 Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of
26 Labor Code § 203.

27 50. Defendants' willful failure to timely pay Plaintiff and members of the Waiting Time
28 Class their earned wages upon separation from employment, results in a continued payment of wages

up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS EXPENSES (AGAINST ALL DEFENDANTS)

51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

52. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

53. At all times relevant herein, Defendants were subject to Labor Code § 2804, which states that "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

54. As alleged herein, due to Defendants' unlawful reimbursement practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class for a reasonable portion of all necessary business expenses incurred, including personal cell phone usage.

55. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802, 2804, and Wage Order 15, Plaintiff and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION (AGAINST ALL DEFENDANTS)

56. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

57. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of Business and Professions Code §§ 17200 *et seq.* by, amongst

1 other things, failing to pay Plaintiff and the Classes all minimum and overtime wages owed; failing to
2 pay all required meal and rest period premium wages owed; failing to reimburse for all necessary
3 business expenses incurred; and knowingly failing to furnish complete and accurate, itemized wage
4 statements.

5 58. Defendants' utilization of these unfair and/or unlawful business practices deprived
6 Plaintiff, and continues to deprive members of the Classes, of compensation to which they are legally
7 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
8 Defendants' competitors who have been and/or are currently employing workers and attempting to do
9 so in honest compliance with applicable wage and hour laws.

10 59. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
11 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
12 monies as necessary and according to proof to restore any and all monies withheld, acquired and/or
13 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

14 60. The acts complained of herein occurred within the last four years immediately
15 preceding the filing this action.

16 61. Plaintiff was compelled to retain the services of counsel to file this court action to
17 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
18 Defendants' current non-exempt employees, and to enforce important rights affecting the public
19 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is
20 entitled to recover under Code of Civil Procedure § 1021.5.

21 **NINTH CAUSE OF ACTION**

22 **CIVIL PENALTIES AND PUBLIC INJUNCTIVE RELIEF UNDER THE PRIVATE**
23 **ATTORNEYS GENERAL ACT**
24 **(AGAINST ALL DEFENDANTS)**

25 62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 63. Defendants have committed several Labor Code violations against Plaintiff, members
27 of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning
28 of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this

1 representative action against Defendants to recover the civil penalties due to Plaintiff, the members of
2 the Classes, other aggrieved employees, and the State of California according to proof pursuant to
3 Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial
4 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
5 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
6 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
7 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
8 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
9 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
10 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
11 violation and \$200 for each subsequent violation per employee per pay period for those violations of
12 the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code
13 violations:

- 14 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage
15 Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194,
16 1194.2, 1197, and 1198;
- 17 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned
18 overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 19 c. Failing to provide all legally required meal periods, and failure to pay meal period
20 premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the
21 regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 22 d. Failing to authorize and permit all legally required rest periods, and failure to pay rest
23 period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees
24 at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and
25 1198;
- 26 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees
27 with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- 28

- 1 f. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting
2 Time Class, and other aggrieved employees at the time of separation in violation of Labor
3 Code §§ 201, 202, and 203;
- 4 g. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved
5 employees for all necessary work expenses incurred in violation of Labor Code §§ 2802
6 and 2804;
- 7 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice
8 during each calendar month in violation of Labor Code § 204; and
- 9 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees
10 in violation of Labor Code §§ 1174 and 1198.

11 64. On August 30, 2025, Plaintiff notified Defendants via certified mail, and notified the
12 California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
13 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under
14 California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code
15 identified in this Ninth Cause of Action. Now that sixty-five days have passed from Plaintiff notifying
16 Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends
17 to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a
18 claim under the Private Attorneys General Act with respect to these violations.

19 65. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved
20 Employees, as defined by Labor Code § 2699(c).

21 66. Plaintiff was compelled to retain the services of counsel to file this court action to
22 protect her interests and the interests of other aggrieved employees, and to assess and collect the civil
23 penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is
24 entitled to receive under California Labor Code § 2699(g).

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff prays for judgment for herself and for all others on whose behalf
27 this suit is brought against Defendants, as follows:

- 28 1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. For compensatory damages;
5. For such general, economic, and/or special damages;
6. For liquidated damages pursuant to Labor Code § 1194.2;
7. For treble damages pursuant to Penal Code § 496(c) for violations of Penal Code § 487m;
8. For statutory penalties to the extent permitted by law, including pursuant to the Labor Code and Wage Order 15;
9. For civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in the Ninth Cause of Action;
10. For public injunctive relief under Labor Code §§ 2698 *et seq.*;
11. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code §§ 17200 *et seq.*;
12. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200 *et seq.*;

1 13. For prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
2 and Civil Code §§ 3287 and 3289;

3 14. A declaratory judgment that the practices complained of herein are unlawful under
4 California law;

5 15. For attorneys' fees and costs as provided by Labor Code §§ 226, 1194, 2699(g),
6 2802(c), and Code of Civil Procedure § 1021.5; and

7 16. For such other and further relief, the Court may deem just and proper.

8
9 Dated: November 5, 2025

Respectfully submitted,
MANAHAN O'DELL LLP

10
11 By: Shaheen Anthony Etemadi
12 Shaheen Anthony Etemadi
13 Attorneys for Plaintiff

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

16
17 Dated: November 5, 2025

Respectfully submitted,
MANAHAN O'DELL LLP

18
19 By: Shaheen Anthony Etemadi
20 Shaheen Anthony Etemadi
21 Attorneys for Plaintiff
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