

Thomas D. Rutledge
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091-4606
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

October 27, 2025

File No. 793

VIA INTERNET UPLOAD

Department of Industrial Relations
Labor Workforce Development Agency
455 Golden Gate Avenue, 10th Floor
Accounting Unit
San Francisco, California 94102

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701674147913)

President/CEO/HR Director
Circle K Stores Inc.
1130 W. Warner Road, Building B
Tempe, Arizona 85284

**Re: *Pilkington, et al. v. Circle K Stores Inc., et al.*
LWDA Case No. LWDA-CM-1120337-25**

Dear Sir or Madam:

This letter shall serve as a **second amended notice** pursuant to the California Private Attorney General Act (PAGA), California Labor Code Section 2699, *et seq.*, regarding Plaintiff **Savana Pilkington, et al.**'s notice sent on August 21, 2025. This amendment generally adds Plaintiff Sylvia Hernandez, new facts and theories, new claims, and extends the scope of the PAGA period to **April 28, 2020 to the present.**

I. FACTS & NATURE OF THE DISPUTE.

This is a representative action seeking penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the enclosed draft complaint, which allegations are incorporated by reference as though set forth herein.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS.

Plaintiffs have numerous legal claims against the abovementioned parties. In summary, Defendants issued Plaintiffs and their fellow aggrieved employees inaccurate

wage statements, failed to pay them in a timely manner, failed to pay them all wages including but not limited to overtime, minimum wage, meal and rest premium pay. Further investigation and formal discovery will likely uncover other claims and additional facts supporting the liability.

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. These violations include, but are not limited to the following: Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.6, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the applicable Wage Order.

The only difference from Plaintiff Pilkington and the other PAGA Plaintiffs is that latter group did not witness or experience sexual abuse in the workplace.

III. CONCLUSION.

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq.* By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code § 2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Very truly yours,

/s/Thomas D. Rutledge
Thomas D. Rutledge

Enclosure

Cc: Savana Pilkington (via e-mail)
Cindy Rose Cunningham (via e-mail)
Marilyn Rychart (via e-mail)
Sylvia Hernandez (via e-mail)
Maria Rodriguez, Esquire (via e-mail)

1 Thomas D. Rutledge (SBN 200497)
2 Attorney-at-Law
3 16956 Via de Santa Fe, Suite 1847
4 Rancho Santa Fe, California 92091-4606
5 Telephone: (619) 886-7224
6 Email: thomasrutledgelaw@gmail.com

7 Attorneys for Plaintiffs

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN DIEGO-CENTRAL DIVISION

10 SAVANA PILKINGTON, an individual)
11 in her capacity as the State of)
12 California's designated proxy under the)
13 Private Attorneys General Act (PAGA))
14 and on behalf of others,)

15 Plaintiffs,

16 vs.

17 CIRCLE K STORES INC., a Texas)
18 corporation; and DOES 1 through 10)
19 inclusive)

20 Defendants.

Case No.:

**REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PAGA ONLY FOR:**

1. Failure to Pay State Minimum/Regular/Local Wages;
2. Failure to Pay State Overtime;
3. Failure to Make Payments Within the Required Time;
4. Meal and Rest Break Labor Code Violations;
5. Failure to Provide Accurate Wage Statements;
6. Failure to Maintain Records;
7. Failure to Reimburse Work Related Expenses;
8. Failure to Properly Pay Sick Pay; and
9. Claim for miscellaneous Labor Code Violations via the PAGA.

1 Plaintiff SAVANA PILKINGTON, in her capacity as the State of California's
2 designated proxy under the Private Attorneys General Act and on behalf of Aggrieved
3 Employees (collectively the "Plaintiffs" and/or "Aggrieved Employees"), alleges the
4 following:

5 **NATURE OF THE ACTION**

6 1. Plaintiff SAVANA PILKINGTON is suing in her individual capacity;
7 she is proceeding herein under the Private Attorneys General Act (PAGA) of 2004, as
8 amended, Labor Code §§ 2698, *et seq.*, on behalf of the State of California for all
9 Aggrieved Employees, including themselves and other Aggrieved Employees. *Adolph*
10 *v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023); *Balderas v. Fresh Start*
11 *Harvesting*, 101 Cal. App. 5th 533 (2024).

12 2. This action is exempt from mandatory arbitration pursuant to the *Ending*
13 *Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021* ("EFAA"),
14 9 U.S.C. § 402, because Plaintiff asserts claims arising from sexual assault and sexual
15 harassment/discrimination.

16 3. Accordingly, any attempt to compel arbitration of this case would be
17 without legal basis and undertaken in bad faith, in violation of California law,
18 including the covenant of good faith and fair dealing and the prohibition against
19 frivolous or dilatory motions. Code Civ. Proc. § 128.7.

20 4. By this action, Plaintiffs seek civil penalties on behalf of herself and
21 Aggrieved Employees pursuant to the PAGA for Defendants' violations of the
22 California Labor Code. *Adolph*, 14 Cal. 5th 1104.

23 **JURISDICTION AND VENUE**

24 5. Pursuant to Article VI, § 10 of the California Constitution, subject matter
25 jurisdiction is proper in the Superior Court of California because Plaintiffs allege
26 claims arising under California law.

27 6. This Court has jurisdiction over the Defendants because each is an
28 association, corporation, business entity, or individual that conducts substantial

1 business in the State of California, County of San Diego.

2 7. Pursuant to § 395 of the California Code of Civil Procedure, venue is
3 proper in the Superior Court of California for the County of San Diego because this is
4 where the misconduct occurred and a plaintiff is not limited to the county in which he
5 or she performed work. *Crestwood Behavioral Health, Inc. v. Superior Court*, 60 Cal.
6 App. 5th 1069, 1075 (2021).

7 **THE PARTIES**

8 8. The State of California is the real party in interest in a PAGA action. *Kim*
9 *v. Reins Int'l California, Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on
10 whose behalf the plaintiff files suit is always the real party in interest.”).

11 9. Plaintiff SAVANA PILKINGTON is an individual that resides in
12 California.

13 10. Defendant CIRCLE K STORES INC. is a Texas corporation doing
14 business in California.

15 11. The true names and capacities, whether individual, corporate, associate,
16 or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
17 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious
18 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will
19 seek leave to amend this Complaint to allege the true names and capacities of DOES
20 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and
21 believes, and based thereon alleges, that each of the DOE Defendants is in some
22 manner liable to Plaintiffs for the events and actions alleged herein. All named
23 Defendants and DOES 1 through 50 are collectively referred to as “Defendants.”

24 12. Plaintiffs are informed and believe, and based thereon allege that at all
25 times relevant herein each Defendant was acting as an agent, joint venture, or as an
26 integrated enterprise and/or alter ego for each of the other Defendants, and each was a
27 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so
28 that each is responsible for the acts of the other in connection with the conspiracy and

1 in proximate connection with the other Defendants.

2 13. Plaintiffs are informed and believe, and based thereon allege that each
3 Defendant was acting partly within and partly without the scope and course of their
4 employment, and was acting with the knowledge, permission, consent, and
5 ratification of every other Defendant.

6 14. Plaintiffs are informed and believe, and based thereon allege that each
7 of the Defendants was an agent, managing general partner, managing member, owner,
8 co-owner, partner, employee, and/or representative of each of the Defendants, and
9 were at all times material hereto, acting within the purpose and scope of such agency,
10 employment, contract and/or representation, and that each of them are jointly and
11 severally liable to Plaintiffs for the acts alleged herein

12 15. Plaintiffs are informed and believe, and based thereon allege that each
13 of the Defendants are liable to Plaintiffs under legal theories and doctrines including
14 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)
15 alter ego, based in part, on the facts set forth below.

16 16. Plaintiffs are informed and believe, and based thereon allege that each of
17 the named Defendants are part of an integrated enterprise and have acted or currently
18 act as the employer and/or joint employer of Plaintiffs, making each of them liable for
19 the wage and hour violations alleged herein.

20 17. Plaintiffs are informed and believe, and based thereon allege, that
21 Defendants DOES 1-100 were a "Client employer" within the meaning of Labor Code
22 § 2810.3(a)(1)(A) and, as such, are jointly liable pursuant to Labor Code § 2810.3.

23 **GENERAL ALLEGATIONS**

24 18. Defendants are in the convenience store business.

25 19. From about March 1, 2025 to the present, the Defendants employed the
26 named Plaintiff as a Food Captain, a nonexempt employee, in one of its convenience
27 stores in the County of San Diego.

28 20. The named Plaintiff is an "aggrieved employee" within the meaning of

1 the PAGA because Defendants employed Plaintiffs in California and Plaintiffs
2 experienced one or more of the alleged Labor Code violations committed against the
3 Plaintiff, and therefore the named Plaintiff is properly suited to act on behalf the state,
4 and collect civil penalties for all violations committed against the Aggrieved
5 Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

6 21. California law provides that an aggrieved employee may file a
7 representative action under the PAGA against an employer for civil penalties in
8 connection with violations of the Labor Code and Wage Order.

9 22. On information and belief, current and former employees of Defendants
10 suffered from Defendants' Labor Code violations.

11 **Sexual Assault and Discrimination.**

12 23. During all times relevant, the named Plaintiff worked in a convenience
13 store that Defendants ~~was~~ owned, operated, and managed ~~by the Defendants~~.

14 24. During all times relevant, the named Plaintiff reported to a store manager
15 who, in turn, reported to a district manager, who, in turn reported to a higher manager,
16 and so on.

17 25. During her employment, the named Plaintiff worked alongside a number
18 of coworkers, one of ~~them which~~ was a ~~perennial-habitual~~ drunkard who often
19 reported to work under the influence of alcohol.

20 26. The named Plaintiff's drunk coworker sometimes ~~performed~~handled
21 work assignments that involved safety issues, such as ~~handling-climbing~~ a ladder in
22 order to reach far places, working in the cooler handling heavy merchandise, using a
23 razor blade to open packages, among other tasks that required soberness to
24 ~~perform~~requiring a level of sobriety to perform.

25 27. The named Plaintiff was concerned for her and other people's safety
26 when working with her drunk coworker.

27 28. The named Plaintiff communicated her safety concerns to management
28 about her drunk coworker, which did nothing to placate her concerns.

1 29. Further, the named Plaintiff's worked alongside another coworker who
2 worked as a floater, meaning he worked at randomly different convenience stores
3 depending on Defendants' staffing needs.

4 30. The abovementioned floater took a liking to the named Plaintiff and
5 during working hours he made unsolicited flattering comments to the Plaintiff, such
6 as "you are absolutely gorgeous," "you are a total smoke show," and how she
7 resembled an attractive female actress, or words to that effect, among other sexually
8 oriented statements.

9 31. At first, the named Plaintiff considered these comments harmless
10 because she believed the floater was a homosexual, but later it became clear these
11 statements meant more than that.

12 32. Defendants' management encouraged store employees to share their
13 personal cell phone numbers with management and coworkers.

14 33. This phone sharing process was done via so-called group text messaging,
15 where management sent texts to its employees discussing management needs,
16 scheduling, among other topics.

17 34. During the week of August 10, 2025, the abovementioned floater took
18 advantage of management's phone number sharing policy by obtaining the named
19 Plaintiff's personal cell phone and sending her inappropriate text messages ~~after work~~
20 hours.

21 35. In one message, the floater said to the named Plaintiff, "If you are the
22 pretty damsel named Cali dat works at circle K, Christian wanted me to tell you "U're
23 awesome and to have a nice day," or words to that effect, and sent a video to the
24 named Plaintiff that she refused to open~~the named Plaintiff refused to open~~.

25 36. In other text messages the floater sent to the Plaintiff, he said~~Other text~~
26 ~~messages the floater sent to the named Plaintiff said~~, "I wanna tear her up, absorb her
27 so she's mine forever," or words to that effect.

28 37. The named Plaintiff is happily married.

1 38. The named Plaintiff made clear to the floater that his messages were
2 uninvited and that he should stop.

3 39. Despite named Plaintiff's warnings, the floater continued to send
4 messages, such as "Ur lips taste like strawberries and ur butt, soft as pillows. We can
5 just enjoy each others [sic] affection, no need for tags."

6 40. When reporting to work, the named Plaintiff reported these inappropriate
7 messages to her boss, the store manager (Ana), and said she did not appreciate these
8 comments from the floater, to which her manager offered little help.

9 41. On August 17, 2025, things went from bad to worse: The floater reported
10 to work at the same store where the named Plaintiff was working.

11 42. When the floater saw the named Plaintiff, he gave her a hug and told her
12 he was sorry.

13 43. The named Plaintiff thought this would be the end of things, but later in
14 the workday when alone in the cooler with the floater, the floater asked the named
15 Plaintiff for another hug ~~from the named Plaintiff~~.

16 44. Before she could refuse, the floater forced himself on the named
17 Plaintiff.

18 45. In doing so, the floater sexually assaulted the named Plaintiff by
19 embracing her with his arms and torso, kissing her neck leaving a mark (see Exhibit
20 1 otherwise called a hickey), grabbing her genitalia ~~eroteh~~, and rubbing his lower torso
21 against the named Plaintiff.

22 46. The named Plaintiff was completely startled these unwanted intentional
23 sexual acts ~~by this unwanted act~~.

24 47. The named Plaintiff was barely able to break free from the floater's
25 grasp, and firmly told him to stop and never to do that again.

26 48. Once she left the cooler, the named Plaintiff immediately told
27 management ~~The named Plaintiff thereafter left the cooler and told management~~
28 ~~immediately~~ about the sexual assault.

1 49. "~~Should-Can~~ I call the police," or words to that effect, asked the named
2 Plaintiff of her manager, to which the store manager~~to which management~~ responded,
3 "Let me call the district manager and I will let you know." or words to that effect.

4 50. Management never called the police and the named Plaintiff finished her
5 shift and went home feeling ~~quite~~ concerned about the incident.

6 51. On or about August 18, 2025, after reporting to work and realizing
7 management intended to do nothing about the abovementioned criminal act, the
8 named Plaintiff called the police.

9 52. When the police arrived at the named Plaintiff's workplace, they met
10 with the named Plaintiff, and investigated her crime report.

11 **Sexual Discrimination/Retaliation/Wrongful Discharge.**

12 53. Despite the foregoing incident, the named Plaintiff continued to report to
13 work.

14 54. On or about August 21, 2025, the named Plaintiff reported to work and
15 worked a half day.

16 55. When returning from lunch, the named Plaintiff's manager told her that
17 she was being placed on unpaid leave pending the investigation of her crime report.

18 56. Following her suspension, the named Plaintiff repeatedly asked
19 Defendants' managers if and when she could return to work.

20 57. For example, Plaintiff periodically called the Defendants' human
21 resources department to inquire as to when she could return to work and was told she
22 could not return to work.

23 58. Similarly, Plaintiff sent text messages to her manager asking her when
24 she could return to work and was told she could not.

25 59. During the same timeframe, Plaintiff's counsel, the undersigned, sent
26 Defendants a request for copies of Plaintiff's personnel file and payroll records.

27 60. On August 21, 2025, Plaintiff, via counsel, filed a complaint with the
28 Labor Workforce Development Agency (LWDA) and mailed a certified letter to

1 Defendants informing them of her complaints about, among other things, sexual
2 abuse in the workplace and Labor Code violations she witnessed.

3 61. For more than two months, Defendants refused to allow Plaintiff to
4 return to work.

5 62. The named Plaintiff maintains Defendants' suspension of her without
6 pay constitutes an "adverse employment action" and is in retaliation for making a
7 workplace report of sexual assault. *Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028,
8 1052 (2005) ("adverse action" is interpreted broadly and not limited to "ultimate"
9 actions like termination).

10 63. Plaintiff is informed and believes that Defendants wrongfully terminated
11 her in response to her exercise of protected activity, including but not limited to her
12 reports of sexual harassment and abuse in the workplace, her reports of safety
13 concerns regarding a drunk coworker, and her reports of Labor Code violations.

14 56-64. By service of this Complaint, Plaintiff demands backpay. The named
15 Plaintiff maintains this constitutes an "adverse employment action" and is in
16 retaliation for making a workplace report of sexual assault. *Yanowitz v. L'Oreal USA,*
17 *Inc.*, 36 Cal. 4th 1028, 1052 (2005) ("adverse action" is interpreted broadly and not
18 limited to "ultimate" actions like termination).

19 **Minimum Wage/Regular Wage claims.**

20 57-65. During all times relevant, Plaintiffs are informed and believe and thereon
21 allege that pursuant to company policy and/or practice and/or direction, Defendants
22 paid Plaintiff and Aggrieved Employees wages at less than the rate required under
23 state, federal, and local law.

24 66. Plaintiffs are informed and believe and thereon allege that Defendants, for
25 example, encouraged the Plaintiff and Aggrieved Employees to work off the clock to
26 meet deadlines and employer demands that could not be accomplished during normal
27 working hours, thus causing Plaintiff and Aggrieved Employees to work off the clock
28 depriving Aggrieved Employees from compensation.

1 67. For example, Defendants required Plaintiff and Aggrieved Employees to
2 keep and maintain a smartphone with them, even during off duty hours, to send and
3 receive messages from management.

4 68. The time Plaintiff and Aggrieved Employees spent off-the-clock
5 communicating with management with their smartphones was unlawfully
6 uncompensated.

7 69. In one instance, Defendants' manager contacted the named Plaintiff after
8 she clocked out and was home to help her with the schedule, a process that took the
9 named Plaintiff no less than 30 minutes and time the Defendants did not compensate
10 her for.

11 70. In another instance, Defendants' manager contacted the named Plaintiff
12 after she clocked out and went home and asked her to return to the store to find
13 something the manager could not locate.

14 71. This took the named Plaintiff no less than 30 minutes, which time the
15 Defendants did not pay the Plaintiff.

16 72. On another occasion, Defendants' manager contacted the named Plaintiff
17 after she clocked out and went home to return to the store to secure money the store
18 received in an untimely manner.

19 73. This took the named Plaintiff no less than 30 minutes, which time the
20 Defendants did not pay the Plaintiff.

21 74. On one of Plaintiff's scheduled days off, Plaintiff entered the store as a
22 customer, during which visit the store manager—who was short staffed—asked
23 Plaintiff to step outside and wake the aforementioned habitually intoxicated employee,
24 who was on the clock at the time.

25 75. This off-the-clock work took the named Plaintiff a few minutes,
26 something she felt uncomfortable with since this employee was habitually drunk and
27 unpredictable.

28 76. Another example of off-the-clock work is the Defendants' policy of

1 requiring Plaintiff and Aggrieved Employees to clean up counters and throw away
2 trash after clocking out at the end of their shifts.

3 77. It took Plaintiff and Aggrieved Employees at least five (5) minutes to
4 clean up counters and throw away trash after each shift.

5 ~~58.~~

6 ~~59. In some instances, Plaintiffs are informed and believe and thereon allege~~
7 ~~that Plaintiff and Aggrieved Employees began the workday before their scheduled~~
8 ~~shifts to perform work activities.~~

9 ~~60.~~78. The foregoing time worked was unpaid and Plaintiffs are informed and
10 believe and thereon allege that Defendants knew or should have known that the work
11 was being performed without compensation.

12 ~~61.~~79. Plaintiffs are informed and believe and thereon allege that Plaintiff and
13 Aggrieved Employees continued working after their shifts ended to complete tasks.

14 ~~62.~~80. The foregoing tasks were completed after Plaintiff and, upon information
15 and belief, other Aggrieved Employees logged out of Defendants' timekeeping system.

16 ~~63.~~81. Plaintiff and Aggrieved Employees were uncompensated for this
17 worktime that Defendants required and/or permitted them to work.

18 ~~64.~~82. Again, Plaintiffs are informed and believe and thereon allege that
19 Defendants knew or should have known that the foregoing work was being performed
20 without compensation.

21 ~~65.~~83. Plaintiffs are also informed and believe and thereon allege that Defendants
22 used a timekeeping system whereby Defendants rounded down Aggrieved Employees'
23 work time, resulting in lost wages in an amount to be determined at trial.

24 ~~66.~~84. Plaintiffs are also informed and believe and thereon allege that Defendants
25 automatically deducted meal breaks that Aggrieved Employees did not take and which
26 instead they actually worked through.

27 85. As a result of the foregoing, Defendants refused to pay Aggrieved
28 Employees for the above-described hours at their regular rate or minimum wage rate in

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an amount to be determined at trial.

86. Plaintiffs are informed and believe and thereon allege that Defendants' unlawful conduct is widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants' operations in California.

~~67.~~

Failure to Pay State Overtime.

68-87. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants failed to pay Plaintiff and Aggrieved Employees state overtime compensation and/or the correct amount of overtime and sick pay compensation.

69-88. This claim is generally premised on the facts described above, but when Plaintiff and Aggrieved Employees also had the right to overtime compensation, Defendants failed to pay Plaintiff and Aggrieved Employees overtime in an amount to be proven at trial.

89. Further, Defendants failed to accurately calculate the regular rate of pay and, thus, underpaid Aggrieved Employees overtime compensation at less than the rate required by law because Defendants failed to include, among other things, earned incentive pay, bonuses, shift differentials or other forms of compensation into Plaintiff and Aggrieved Employees' regular rate of pay for overtime pay purposes in violation of California law. See § 49.1.1 of the California Division of Labor Standards and Enforcement Policies and Interpretations Manual.

90. For example, during the August 22, 2025 to September 4, 2025 pay period, Defendants paid the named Plaintiff \$493 quarterly bonus that covered the April 25, 2025 to July 24, 2025 period and Defendants made a number of true-up adjustments to Plaintiff's overtime payments earned in previous pay periods, yet in the corresponding pay period Defendants neglected to make an adjustment to the 2.62 double time overtime she earned in the May 2, 2025 to May 8, 2025 pay period, resulting in an underpayment of overtime in an amount to be proven at trial. See

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1 Exhibit 2 (last page).

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2 91. By way of further example, Plaintiffs are informed and believe, and
3 thereon allege, that during the relevant time period, Defendants regularly required
4 Plaintiff and other similarly-situated non-exempt employees to work split shifts,
5 including schedules in which their daily work hours were separated by more than a
6 bona fide meal period.

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7 92. Despite this, Defendants failed to pay Plaintiff and other employees one
8 additional hour of pay at the applicable minimum wage rate for each workday in which
9 a split shift was worked, as required by California Industrial Welfare Commission
10 ("IWC") Wage Orders, including § 4(C), and the California Labor Code, especially
11 when the Aggrieved Employees earned nondiscretionary wages, such as a quarterly
12 bonus like the named Plaintiff earned here. See Exhibit 2.

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13 70-93. Plaintiffs are informed and believe and thereon allege that Defendants
14 failed to pay Plaintiff and Aggrieved Employees for the right amount of overtime and
15 sick pay due to Defendants' failure to include "premium pay" into Plaintiff and
16 Aggrieved Employees' regular rate of pay for overtime and/or sick pay purposes in an
17 amount to be proven at trial.

18 **Meal and Rest Break Claims.**

19 71-94. During all times relevant, Plaintiffs are informed and believe and thereon
20 allege that pursuant to company policy and/or practice and/or direction, Defendants
21 failed to authorize and/or permit Plaintiff and Aggrieved Employees to take all their
22 compliant off-duty meal and rest breaks during the required timeframe as required by
23 law and failed to pay them premium pay, in an amount to be proven at trial.

24 72-95. Under California Labor Code § 512(a) and applicable IWC Wage Orders:
25 "An employer may not employ an employee for a work period of more than five hours
26 per day without providing a meal period of not less than 30 minutes..."

27 96. Plaintiffs are informed and believe and thereon allege that when Plaintiff
28 and Aggrieved Employees worked more than five and/or ten hours in a workday, they

1 were deprived their right to take lawful meal breaks and Defendants failed to pay them
2 premium pay for the missed or noncompliant meal breaks, in an amount to be proven
3 at trial.

4 97. Examples of the named Plaintiff's noncompliant meal breaks are as
5 follows: On April 29, 2025, the named Plaintiff worked 5 hours and 34 minutes
6 straight before Defendants provided her lawful meal break; on May 2, 2025, the named
7 Plaintiff worked 5 hours and 50 minutes straight before Defendants provided her
8 lawful meal break; on May 15, 2025, the named Plaintiff worked 5 hours and 39
9 minutes before Defendants provided her lawful meal break; on May 20, 2025, the
10 named Plaintiff worked 5 hours and 20 minutes straight before Defendants provided
11 her a lawful meal break; on May 22, 2025, the named Plaintiff worked 5 hours and 50
12 minutes straight before Defendants provided her a lawful meal break; on June 2, 2025,
13 the named Plaintiff worked 5 hours and 6 minutes straight before Defendants provided
14 her a lawful meal break; on June 9, 2025, , the named Plaintiff worked 5 hours and 3
15 minutes straight before Defendants provided her a lawful meal break; on June 10,
16 2025, the named Plaintiff worked 7 hours and 47 minutes straight before Defendants
17 provided her a lawful meal break; on June 16, 2025, the named Plaintiff worked 7
18 hours and 37 minutes straight before Defendants provided her a lawful meal break; on
19 July 7, 2025, the named Plaintiff worked 5 hours and 3 minutes straight before
20 Defendants provided her a lawful meal break; and on August 10, 2025, the named
21 Plaintiff worked 5 hours and 6 minutes straight before Defendants provided her a
22 lawful meal break. See Exhibit 3.

23 ——By way of example, the named Plaintiff maintains she often worked more
24 than ten hour shifts without ever receiving a second meal or rest break, despite telling
25 managers she missed her break.

26 98.

27 73-99. Examples of the named Plaintiff's missed meal breaks are as follows: On
28 May 9, 2025, the named Plaintiff worked over 5 hours and Defendants did not provide

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1 her a lawful meal break; on May 19, 2025, the named Plaintiff worked over 5 hours
2 and Defendants did not provide her a lawful meal break; on May 29, 2025, the named
3 Plaintiff worked a full day and Defendants did not provide her a lawful meal break; on
4 June 2, 2025, the named Plaintiff worked 5 hours and 6 minutes and the Defendants
5 did not provide her a lawful meal break; on June 25, 2025, the named Plaintiff worked
6 10 hours and 47 minutes and the Defendants did not provide her a lawful meal break;
7 and on August 1, 2025, the named Plaintiff worked nearly 10 hours and the Defendants
8 did not provide her a lawful meal break. See Exhibit 3.

9 ~~74.1. By way of example, the named Plaintiff maintains she often worked more~~
10 ~~than ten hour shifts without ever receiving a second meal or rest break, despite telling~~
11 ~~managers she missed her break.~~

12 75.100. For each meal period violation, the employer must pay the
13 employee one additional hour of pay at the employee's regular rate of compensation
14 (Labor Code § 226.7(c)), yet the named Plaintiff is informed and believes and thereon
15 alleges that Defendants never paid any premium pay for missed or unlawful meal or
16 rest breaks.

17 101. As for rest breaks, because of Defendants' policy, practice, and work
18 demands, Defendants prevented Plaintiff and Aggrieved Employees from taking all
19 their uninterrupted rest breaks to which they had the right to enjoy, in an amount to be
20 proven at trial, and Defendants failed to pay them premium pay as required under
21 California law. See *Augustus v. ABM Security Services*, 2 Cal. 5th 257 (2016).

22 102. Examples of rest break violations regarding the named Plaintiff are as
23 follows: On May 2, 2025, the named Plaintiff worked 4 hours and 4 minutes without a
24 rest break; on May 8, 2025, the named Plaintiff worked 4 hours and 54 minutes
25 without a rest break; on May 22, 2025, the named Plaintiff, the named Plaintiff
26 worked 5 hours and 6 minutes and the Defendants did not provide her a lawful meal
27 break worked 4 hours and 4 minutes without a rest break; on May 27, 2025, the named
28 Plaintiff worked 4 hours and 38 minutes without a rest break; on June 6, 2025, the

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1 named Plaintiff worked 4 hours and 8 minutes without a rest break; on June 26, 2025,
2 the named Plaintiff worked 4 hours and 33 minutes without a rest break; on June 27,
3 2025, the named Plaintiff worked 4 hours and 2 minutes without a rest break; on July
4 10, 2025, the named Plaintiff worked 4 hours and 44 minutes without a rest break; on
5 July 18, 2025, the named Plaintiff worked 4 hours without a rest break; on July 27,
6 2025, the named Plaintiff worked 4 hours and 5 minutes without a rest break; on
7 August 10, 2025, the named Plaintiff worked 4 hours and 3 minutes without a rest
8 break; and on August 17, 2025, the named Plaintiff worked 4 hours and 34 minutes
9 without a rest break. See Exhibit 3.

10 103. For each rest period violation, the employer must pay the employee one
11 additional hour of pay at the employee's regular rate of compensation (Labor Code §
12 226.7(c)), yet the named Plaintiff is informed and believes and thereon alleges that
13 Defendants did not pay premium pay for all missed or unlawful rest breaks to which
14 she had the right to receive.

15 104. Further, by law, a California employer must add into the regular rate of
16 pay nondiscretionary payments, such as bonuses, commissions, and similar forms of
17 remuneration for meal and rest break premium payments. See § 49.1.1 of the
18 California Division of Labor Standards and Enforcement Policies and Interpretations
19 Manual; Ferra v. Loews Hollywood Hotel, LLC, 11 Cal. 5th 858 (2021) (held that
20 "regular rate of compensation" under § 226.7 must be interpreted synonymously with
21 "regular rate of pay" in § 510, meaning it must include all nondiscretionary payments
22 (bonuses, commissions, shift differentials, etc.) when calculating the premium pay for
23 missed breaks).

24 105. For example, during the August 22, 2025 to September 4, 2025 pay
25 period, Defendants paid the named Plaintiff \$493 quarterly bonus that covered the
26 April 25, 2025 to July 24, 2025 period and during which the Defendants made a
27 number of true-up adjustments to Plaintiff's meal and rest break premium payments
28 earned in previous pay periods, yet in the corresponding pay period Defendants

1 neglected to make an adjustment to the one of the two meal period premium payments
2 she earned in the May 2, 2025 to May 8, 2025 pay period and erroneously called one
3 of the payments a “Rest Break Period Pay” when it should have said it was for “Meal
4 Pay,” (a standalone wage statement violation of Labor Code § 226), resulting in an
5 underpayment of overtime to be proven at trial. See Exhibit 2.

6 ~~76.~~

7 77,106. The foregoing are examples of what Plaintiffs believe are many
8 instances of how Defendants prevented Plaintiffs/Aggrieved Employees from taking
9 their lawful breaks.

10 **Failure to Reimburse.**

11 107. During all times relevant, Plaintiffs are informed and believe and thereon
12 allege that pursuant to company policy and/or practice and/or direction, Defendants
13 required Plaintiff and Aggrieved Employees to incur various work-related expenses
14 which were never reimbursed.

15 108. As alleged above, the named Plaintiff and her coworkers were required to
16 keep and maintain a smartphone to receive messages from managers on and off the job.

17 ~~78.~~

18 79,109. Plaintiffs are informed and believe and thereon allege the
19 unreimbursed purchases the named Plaintiffs and Aggrieved Employees were
20 required to make to perform their work include, but are not limited to cell phone
21 usage, among other things. See *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal.
22 App. 4th 1137 (2014) (“We hold that when employees must use their personal cell
23 phones for work-related calls, Labor Code section 2802 requires the employer to
24 reimburse them. Whether the employees have cell phone plans with unlimited
25 minutes or limited minutes, the reimbursement owed is a reasonable percentage of
26 their cell phone bills.”)

27 **Erroneous Wage Statements in Violation of Labor Code § 226.**

28 110. During all times relevant, and pursuant to company policy and/or practice

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1 and/or direction and continuing to the present, and pursuant to company policy and/or
2 practice and/or direction, Plaintiffs are informed and believe and thereon allege that
3 Defendants issued confusing and inaccurate wage and earning statements to Plaintiff
4 and Aggrieved Employees in violation of Labor Code § 226.

5 111. Defendants also issued wage statements that were inaccurate because
6 Defendants mislabeled retroactive “Rest Break Period Pay” when it should have said
7 it was for “Meal Pay,” (see last page of Exhibit 2), as alleged above, supporting a
8 standalone claim under Labor Code § 226.

9 ~~80.~~

10 112. Plaintiffs allege Aggrieved Employees’ wage statements were inaccurate
11 because Defendants failed to pay them all wages, as alleged above, supporting a
12 derivative claim under Labor Code § 226.

13 113. Plaintiffs are informed and believe and thereon allege that Defendants’
14 unlawful conduct is widespread, repeated, and consistent throughout Defendants’
15 operations in California.

16 ~~81.~~

17 **Facts Relating to Derivative Claims, such as Labor Code §§ 201, 202, 203, 204,**
18 **204b, 256, etc.**

19 82-114. During all times relevant and pursuant to the above-mentioned
20 policies, Plaintiffs are informed and believe and thereon allege that Defendants failed
21 to pay all wages to which Plaintiff and Aggrieved Employees had the right to receive
22 under the law in a timely manner.

23 83-115. As to the named Plaintiffs specifically, as alleged above Defendants
24 failed to timely pay Plaintiffs wages in violation of the Labor Code including but not
25 limited to §§ 201-203, and 204.

26 ~~84. — For example, Defendants neglected to mail the named Plaintiff’s paycheck~~
27 ~~in a timely manner and that it took the Defendants more than a week to issue Plaintiff’s~~
28 ~~paycheck.~~

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1 ~~85-116.~~ By way of example, Further, on or about August 21, 2025, the
2 Defendants placed the named Plaintiff on administrative leave without pay (effectively,
3 a termination), yet Defendants failed to issue Plaintiff's final paycheck on her date of
4 termination in violation of the Labor Code.

5 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

6 ~~86-117.~~ This representative action filed pursuant to PAGA, §§ 2698, 2699
7 generally consists of the following group:

8 **All current or former people Defendants characterized and**
9 **employed as independent contractors in California from**
10 **~~August 21~~ April 28, 2024 to the present.**

11 ~~87-118.~~ All members of the represented group are referred to as the
12 "Aggrieved Employees."

13 ~~88-119.~~ The "Representative Period" means from ~~April 28~~ August 21,
14 **2024 to the present.**

15 ~~89-120.~~ Plaintiff further alleges, on information and belief, that Aggrieved
16 Employees, did not receive all wages due at the time their employment ended with
17 Defendants.

18 ~~90-121.~~ On information and belief, Defendants current and former
19 employees were subject to wage and hour violations by Defendants, including failing
20 to be paid for all wages due.

21 ~~91-122.~~ California law provides that an employee may file an action
22 against an employer for penalties in connection with violations of the Labor Code and
23 Wage Orders provided the aggrieved employee file an action on behalf of him or
24 herself and similarly situated current and former employees.

25 ~~92-123.~~ At all material times, Defendants and DOES 1 through 50 were
26 and/or are Aggrieved Employees' employers or persons acting on behalf of
27 Aggrieved Employees' employer, within the meaning of California Labor Code §
28 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the

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1 California Labor Code or any provision regulating hours and days of work in any
2 Order of the Industrial Welfare Commission and, as such, are subject to penalties for
3 each underpaid employee as set for in Labor Code § 558.

4 93-124. As set forth in further detail below, because of the analysis and
5 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required
6 correspondence to the California Labor and Workforce Development Agency
7 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'
8 intent to pursue litigation.

9 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

10 94-125. Pursuant to the PAGA, on **August 21, 2024**, Plaintiffs, via
11 counsel, sent correspondence to the LWDA and Defendants via certified U.S. Mail
12 indicating that Plaintiffs are pursuing the claims alleged in this Complaint.

13 95-126. The statutory waiting period for the above referenced letter
14 Plaintiffs has ~~NOT~~ expired and the LWDA did not serve Plaintiffs with notice of
15 intent to assume jurisdiction over the applicable penalty claims and did not provide
16 notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

17 96-127. Therefore, Plaintiffs have ~~NOT~~ exhausted Plaintiffs'
18 administrative remedies to pursue claims and remedies as authorized by the PAGA
19 (~~YET~~).

20 97-128. The Causes of Action alleged herein are appropriately suited for a
21 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

- 22 a. This action involves allegations of violations of provisions of
23 the California Labor Code that provide for a civil penalty to be
24 assessed and collected by the LWDA or any departments,
25 divisions, commissions, boards, agencies, or employees;
26 b. Plaintiffs are "aggrieved employees" because Defendants
27 employed the named Plaintiff and Plaintiff is the victim of one
28 or more of the Labor Code violations alleged in this Complaint

1 committed by the Defendants; and

2 c. Plaintiffs have satisfied the procedural requirements of
3 Labor Code § 2699.3, as set forth above.

4 **FIRST CAUSE OF ACTION**

5 **Individual and Representative Claim via the PAGA for**
6 **Failure to Pay State Minimum/Regular/Local Wages**
7 **in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194,**
8 **1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**
9 **(Against all Defendants)**

10 98-129. Plaintiffs reallege and incorporate by reference the foregoing
11 allegations as though set forth herein.

12 99-130. Pursuant to California law, including but not limited to Labor
13 Code §§ 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on
14 the local jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco,
15 etc., it is unlawful for a California employer to suffer or permit an employee to work
16 without paying wages for all hours worked, as required by the applicable Industrial
17 Welfare Commission (IWC) Wage Order and/or local law.

18 100-131. Plaintiffs are informed and believe and based thereupon allege that
19 during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction
20 wages for all hours suffered or permitted to work in violation of California law.

21 101-132. During all times relevant, Defendants were required to pay
22 Plaintiffs and other members of the Aggrieved Employees their respective hourly rate
23 for all hours worked and/or minimum wages per state law or applicable local law.

24 102-133. During all times relevant, at least one of the IWC Wage Orders
25 applied to Plaintiffs' employment with Defendants.

26 103-134. Pursuant to the applicable Wage Order, "hours worked" include
27 the time during which an employee is "suffered or permitted to work, whether or not
28 required to do so."

1 ~~104~~135. During the PAGA Period and based on the misconduct alleged
2 above, Defendants did not pay Plaintiffs and Aggrieved Employees
3 minimum/regular/local wages for all hours suffered or permitted to work in violation
4 of state and/or local law.

5 ~~105~~136. Labor Code § 1194 subdivision (a) permits an action to recover
6 wages because of the payment of a wage less than the minimum wage “applicable to
7 the employee” including attorneys’ fees, costs, and interest.

8 ~~106~~137. At all material times, Defendants were and/or are Aggrieved
9 Employees’ employers or persons acting on behalf of Aggrieved Employees’
10 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
11 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
12 Labor Code or any provision regulating hours and days of work in any Order of the
13 Industrial Welfare Commission and, as such, are subject to civil penalties for each
14 underpaid employee as set for in Labor Code § 558.

15 ~~107~~138. In committing the violations of state law as herein alleged,
16 Plaintiffs are informed and believe based there upon allege that Defendants have
17 knowingly and willfully refused to perform their obligations to compensate
18 Aggrieved Employees for all wages earned and all hours worked.

19 ~~108~~139. As a direct result, Aggrieved Employees have suffered and
20 continue to suffer, substantial losses related to the use and enjoyment of such
21 compensation, wages, lost interest on such monies and expenses and attorneys’ fees in
22 seeking to compel Defendants to fully perform their obligations under state and/or
23 local law.

24 ~~109~~140. Labor Code § 2699, *et seq.* imposes upon Defendants, and each
25 of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
26 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
27 employee per pay period for each subsequent violation in which Defendants violated
28 the minimum/regular/ and or local wage provisions of California law, including but

1 not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815,
2 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in
3 an amount to be shown according to proof at trial.

4 ~~110.141.~~ Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
5 California and Aggrieved Employees seek to recover from Defendants, and each of
6 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
7 determined at trial.

8 **SECOND CAUSE OF ACTION**

9 **Individual and Representative Claim via the PAGA for** 10 **Failure to Pay State Overtime and/or Double-Time Compensation** 11 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,** 12 **1182.12, 1194, 1194.2, 1197, 1197.1,** 13 **1811, 1815, and 1198 via the Applicable IWC Wage Order** 14 **(Against all Defendants)**

15 ~~111.142.~~ Plaintiffs reallege and incorporate by reference the foregoing
16 allegations as though set forth herein.

17 ~~112.143.~~ During all times relevant, one or more of the IWC Wage Orders
18 applied to Plaintiffs' employment with Defendants.

19 ~~113.144.~~ Pursuant to § 2(K) of the applicable Wage Order(s), including
20 Wage Order 4, "hours worked" include the time during which an employee is
21 "suffered or permitted to work, whether or not required to do so."

22 ~~114.145.~~ Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the
23 applicable Wage Order(s), for each hour (or fraction thereof) an employee works up
24 to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the
25 employee's regular hourly wage.

26 ~~115.146.~~ For each hour (or fraction thereof) an employee works over forty
27 (40) hours in a week or more than eight (8) hours in a workday the employer must
28 pay the rate of one and a half times the employee's regular hourly wage. (*Ibid.*)

1 ~~116~~.147. For each hour (or fraction thereof) an employee works more than
2 twelve (12) hours in one day or more than eight (8) hours a day on the seventh
3 consecutive day of work, the employer must compensate the employee at the rate of
4 no less than twice the regular rate of pay for that employee. (*Ibid.*)

5 ~~117~~.148. During all times relevant, and pursuant to company policy and/or
6 practice and/or direction, Defendants required Aggrieved Employees to work more
7 than 40 hours per week and/or eight hours in a workday to which they had the right to
8 receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all
9 overtime compensation to which they should have received at the applicable wage
10 rate.

11 ~~118~~.149. As alleged herein, Defendants failed to pay Aggrieved
12 Employees all overtime to which they had a right to receive.

13 ~~119~~.150. In committing the violations of state law as herein alleged,
14 Defendants have knowingly and willfully refused to perform their obligations to
15 compensate Aggrieved Employees for all wages earned and all hours worked.

16 ~~120~~.151. At all material times, Defendants were and/or are Aggrieved
17 Employees' employers or persons acting on behalf of Aggrieved Employees'
18 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
19 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
20 Labor Code or any provision regulating hours and days of work in any Order of the
21 Industrial Welfare Commission and, as such, are subject to penalties for each
22 underpaid employee as set for in Labor Code § 558.

23 ~~121~~.152. In committing the violations of state law as herein alleged,
24 Defendants have knowingly and willfully refused to perform their obligations to
25 compensate Aggrieved Employees for all wages earned and all hours worked.

26 ~~122~~.153. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
27 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
28 pay period for the initial violation and two hundred (\$200.00) for each aggrieved

1 employee per pay period for each subsequent violation in which Defendants violated
2 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
3 and 1194, the exact amount of the penalties sought is in an amount to be shown
4 according to proof at trial.

5 ~~423,154.~~ Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
6 California and Aggrieved Employees seek to recover from Defendants, and each of
7 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
8 determined at trial.

9 **THIRD CAUSE OF ACTION**

10 **Individual and Representative Claim via the PAGA for** 11 **Failure to Timely Pay Earned Wages Upon Separation of Employment in** 12 **Violation of California Labor Code §§ 201, 202, 203, 204, 204b, 204.2, 210,** 13 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**

14 (Against all Defendants)

15 ~~424,155.~~ Plaintiffs reallege and incorporate by reference the foregoing
16 allegations as though set forth herein.

17 ~~425,156.~~ Pursuant to Labor Code § 201, "If an employer discharges an
18 employee, the wages earned and unpaid at the time of discharge are due and payable
19 immediately."

20 ~~426,157.~~ Pursuant to Labor Code § 202, "If an employee not having a
21 written contract for a definite period quits his or her employment, his or her wages
22 shall become due and payable not later than 72 hours thereafter, unless the employee
23 has given 72 hours previous notice of his or her intention to quit, in which case the
24 employee is entitled to his or her wages at the time of quitting."

25 ~~427,158.~~ Labor Code § 203 provides, in pertinent part: "If an employer
26 willfully fails to pay, without abatement or reduction, ... any wages of an employee
27 who is discharged or who quits, the wages of the employee shall continue as a penalty
28 from the due date thereof at the same rate until paid or until an action therefore is

1 commenced; but the wages shall not continue for more than 30 days. ..."

2 ~~128,159.~~ Pursuant to Labor Code § 204, "all wages ... earned by any person
3 in any employment are due and payable twice during each calendar month, on days
4 designated in advance by the employer as the regular paydays."

5 ~~129,160.~~ Pursuant to Labor Code § 204b, "Labor performed by a weekly-
6 paid employee during any calendar week and prior to or on the regular payday shall
7 be paid for not later than the regular payday of the employer for such weekly-paid
8 employee falling during the following calendar week."

9 ~~130,161.~~ Defendants did not properly pay Plaintiff and Aggrieved
10 Employees pursuant to the requirements of Labor Code, including but not limited to
11 §§ 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek
12 the unpaid wages.

13 ~~131,162.~~ To date, Defendants have not paid terminated Aggrieved
14 Employees all earned wages as required by law and did not and continue to fails to
15 pay current employees in a timely manner as required by law.

16 ~~132,163.~~ At all material times, Defendants and DOES 1 through 50 were
17 and/or are Aggrieved Employees' employers or persons acting on behalf of
18 Aggrieved Employees' employer, within the meaning of California Labor Code §
19 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the
20 California Labor Code or any provision regulating hours and days of work in any
21 Order of the Industrial Welfare Commission and, as such, are subject to penalties for
22 each underpaid employee as set for in Labor Code § 558.

23 ~~133,164.~~ In committing the violations of state law as herein alleged,
24 Defendants have knowingly and willfully refused to perform their obligations to
25 compensate Aggrieved Employees for all wages earned and all hours worked.

26 ~~134,165.~~ Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
27 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
28 pay period for the initial violation and two hundred (\$200.00) for each aggrieved

1 employee per pay period for each subsequent violation in which Defendants violated
2 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,
3 204.2, 210, 218.5, 218.6, 256.

4 ~~135,166.~~ As alleged above, Defendants have deprived Plaintiffs and
5 Aggrieved Employees of their rightfully earned wages as a direct and proximate result
6 of Defendants' failure and refusal to pay said compensation and for the reasons
7 alleged in this Complaint.

8 ~~136,167.~~ Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
9 California and Aggrieved Employees seek to recover from Defendants, and each of
10 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
11 determined at trial.

12 **FOURTH CAUSE OF ACTION**

13 **Individual and Representative Claim for Penalties via the PAGA for** 14 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 15 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order** 16 **(Against all Defendants)**

17 ~~137,168.~~ Plaintiffs reallege and incorporate by reference the foregoing
18 allegations as though set forth herein.

19 ~~138,169.~~ Based on the misconduct alleged in this Complaint, Defendants
20 failed to pay Plaintiffs and Aggrieved Employees premium pay for all their missed
21 meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

22 ~~139,170.~~ Because of Defendants' illegal pay practices, said Defendants
23 failed to pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite
24 their requirement under California law and, as such, all culpable Defendants are
25 required to pay Plaintiffs and Aggrieved Employees for rest break and/or meal break
26 premium wages.

27 ~~140,171.~~ Defendants also failed to provide Plaintiffs, and Aggrieved
28 Employees, legally-compliant meal and rest periods, or compensation in lieu thereof,

1 during their employment by said Defendants.

2 ~~141,172.~~ At all material times, Defendants were and/or are Aggrieved
3 Employees' employers or persons acting on behalf of Aggrieved Employees'
4 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
5 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
6 Labor Code or any provision regulating hours and days of work in any Order of the
7 Industrial Welfare Commission and, as such, are subject to penalties for each
8 underpaid employee as set for in Labor Code § 558.

9 ~~142,173.~~ Cal. Labor Code § 2699, *et seq.* imposes upon all culpable
10 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee
11 per pay period for the initial violation and two hundred (\$200.00) for each aggrieved
12 employee per pay period for each subsequent violation in which all culpable
13 Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of the
14 applicable penalty is all in an amount to be shown according to proof at trial.

15 ~~143,174.~~ Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
16 California and Aggrieved Employees seek to recover from Defendants, and each of
17 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
18 determined at trial.

19
20
21 **FIFTH CAUSE OF ACTION**

22 **Individual and Representative Claim for Penalties via the PAGA for**
23 **Violations of California Labor Code §§ 226, 226.3, 226.6,**
24 **and 1198 via the applicable IWC Wage Order**
25 **(Against all Defendants)**

26 ~~144,175.~~ Plaintiffs reallege and incorporate by reference the foregoing
27 allegations as though set forth herein.

28 ~~145,176.~~ Labor Code § 226 subdivision (a) requires, in pertinent part, that

1 every employer shall, "semimonthly or at the time of each payment of wages, shall
2 furnish to his or her employees, either as a detachable part of the check, draft, or
3 voucher paying the employee's wages, or separately if wages are paid by personal
4 check or cash, an accurate itemized statement in writing showing (1) gross wages
5 earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units
6 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
7 all deductions, provided that all deductions made on written orders of the employee
8 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
9 dates of the period for which the employee is paid, (7) the name of the employee and
10 only the last four digits of his or her social security number. . . , (8) the name and
11 address of the legal entity that is the employer. . . , and (9) all applicable hourly rates
12 in effect during the pay period and the corresponding number of hours worked at each
13 hourly rate by the employee and, beginning July 1, 2013, if the employer is a
14 temporary services employer as defined in Section 201.3, the rate of pay and the total
15 hours worked for each temporary services assignment. . ." (Labor Code § 226
16 subdivision (a).)

17 146,177. Based on the foregoing allegations, Defendants did not provide
18 accurate wage statements to the Aggrieved Employees.

19 147,178. At all material times, Defendants were and/or are Aggrieved
20 Employees' employers or persons acting on behalf of Aggrieved Employees'
21 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
22 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
23 Labor Code or any provision regulating hours and days of work in any Order of the
24 Industrial Welfare Commission and, as such, are subject to penalties for each
25 underpaid employee as set for in Labor Code § 558.

26 148,179. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable
27 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee
28 per pay period for the initial violation and two hundred (\$200.00) for each aggrieved

1 employee per pay period for each subsequent violation in which all culpable
2 Defendants violated the applicable Cal. Labor Code provisions alleged in this
3 Complaint, the exact amount of the applicable penalty is all in an amount to be shown
4 according to proof at trial.

5 ~~149~~180. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of
6 the State of California and Aggrieved Employees seek to recover from Defendants,
7 and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to
8 be determined at trial.

9 **SIXTH CAUSE OF ACTION**

10 **Individual and Representative Claim for Penalties via the PAGA** 11 **For Failure to Maintain Required Records in Violation of California** 12 **Labor Code §§ 1174 and 1198 via the Applicable Wage Order** 13 (Against All Defendants)

14 ~~150~~181. Plaintiffs reallege and incorporate by reference the foregoing
15 allegations as though set forth herein.

16 ~~151~~182. Section 7 of the applicable Wage Order requires every employer to
17 maintain time and payroll records.

18 ~~152~~183. Defendants failed to comply with § 7 of the applicable IWC
19 Orders and with Labor Code § 1174 by failing to maintain certain records which
20 employers are required to maintain, including but not limited to, all wage records.

21 ~~153~~184. At all material times, Defendants were and/or are Aggrieved
22 Employees' employers or persons acting on behalf of Aggrieved Employees'
23 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
24 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
25 Labor Code or any provision regulating hours and days of work in any Order of the
26 Industrial Welfare Commission and, as such, are subject to penalties for each
27 underpaid employee as set for in Labor Code § 558.

28 ~~154~~185. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable

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1 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee
2 per pay period for the initial violation and two hundred (\$200.00) for each aggrieved
3 employee per pay period for each subsequent violation in which all culpable
4 Defendants violated the applicable Cal. Labor Code provisions alleged in this
5 Complaint, the exact amount of the applicable penalty is all in an amount to be shown
6 according to proof at trial.

7 ~~155,186.~~ Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of
8 the State of California and Aggrieved Employees seek to recover from Defendants,
9 and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to
10 be determined at trial.

11 **SEVENTH CAUSE OF ACTION**

12 **Individual and Representative Claim for Penalties via the PAGA Claim for** 13 **Failure to Reimburse Business Expenses**

14 **in Violation of Labor Code §§ 1198 and 2802**

15 (Against All Defendants)

16 ~~156,187.~~ Plaintiffs reallege and incorporate by reference the foregoing
17 allegations as though set forth herein.

18 ~~157,188.~~ Pursuant to California Labor Code § 2802, an employer must
19 indemnify its employees "for all necessary expenditures or losses incurred by the
20 employee in direct consequence of the discharge of his or her duties"

21 ~~158,189.~~ Plaintiffs made necessary expenditures and incurred losses as a
22 direct consequence of the discharge of their duties and in obedience to the directions
23 of Defendants including, but not limited to cell phone and data expenses.

24 ~~159,190.~~ On information and belief, Defendants knew Plaintiffs were
25 incurring the expenses and were responsible for reimbursing Aggrieved Employees
26 for their expenditures and losses as a direct consequence of the discharge of their
27 duties, but failed to do so.

28 ~~160,191.~~ At all material times, Defendants were and/or are Aggrieved

1 Employees' employers or persons acting on behalf of Aggrieved Employees'
2 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
3 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
4 Labor Code or any provision regulating hours and days of work in any Order of the
5 Industrial Welfare Commission and, as such, are subject to penalties for each
6 underpaid employee as set for in Labor Code § 558.

7 ~~161~~192. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable
8 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee
9 per pay period for the initial violation and two hundred (\$200.00) for each aggrieved
10 employee per pay period for each subsequent violation in which all culpable
11 Defendants violated the applicable Cal. Labor Code provisions alleged in this
12 Complaint, including but not limited to Labor Code §§ 2802 and 1198, the exact
13 amount of the applicable penalty is all in an amount to be shown according to proof at
14 trial, which Plaintiffs seek.

15 ~~162~~193. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of
16 the State of California and Aggrieved Employees seek to recover from Defendants,
17 and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to
18 be determined at trial.

19 **EIGHTH CAUSE OF ACTION**

20 **Individual and Representative Claim for Civil Penalties Under the PAGA for**

21 **Violations of Labor Code §§ 246 and 246(l) and**

22 **Municipal Paid Sick Leave Ordinances**

23 (Against all Defendants)

24 ~~163~~194. Plaintiffs reallege and incorporate by reference the foregoing
25 allegations as though set forth herein.

26 ~~164~~195. Under Labor Code §§ 246, 246(l), and in some jurisdictions local
27 law, employers in California must provide employees with paid sick leave to be paid
28 at a specified rate of pay which must factor in additional earnings during a given pay

1 period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal.
2 App. 5th 742 (2023).

3 ~~165~~196. Defendants did not pay sick leave to Aggrieved Employees in
4 violation of California law.

5 ~~166~~197. Defendants have failed to (1) provide paid sick leave; (2) include
6 required information about paid sick leave in wage notices and/or wage statements,
7 including without limitation information on the amount of paid sick leave hours
8 accrued; (3) provide required information about paid sick leave to employees,
9 including without limitation at the time of hire; (4) at the time of hire, provide
10 employees with written notice of the employer's name, address, and telephone
11 number; (5) provide required information about paid sick leave in English, Spanish,
12 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
13 required sick leave notices; (7) maintain payroll records; and/or (8) provide wage
14 statements, and therefore Defendants have violated one or more municipal sick leave
15 ordinances, including without limitation the sick leave ordinances of Berkeley,
16 Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa
17 Monica.

18 ~~167~~198. The PAGA imposes upon Defendants, and each of them, civil
19 penalties for violating Labor Code §§ 246 and 246(l).

20 ~~168~~199. Civil penalties under the PAGA are equitable in nature.
21 *Nationwide Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279
22 (2020).

23 ~~169~~200. At all material times, Defendants were and/or are Aggrieved
24 Employees' employers or persons acting on behalf of Aggrieved Employees'
25 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
26 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
27 Labor Code or any provision regulating hours and days of work in any Order of the
28 Industrial Welfare Commission and, as such, are subject to penalties for each

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1 underpaid employee as set for in Labor Code § 558.

2 ~~470-201.~~ Labor Code § 2699(f) imposes upon Defendants, and each of
3 them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved
4 employee for initial violations, and two hundred dollars (\$200) per pay period, per
5 aggrieved employee for subsequent violations for all Labor Code provisions for
6 which a civil penalty is not specifically provided.

7 ~~471-202.~~ Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
8 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
9 amount to be shown according to proof.

10 ~~472-203.~~ Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs
11 seek to recover attorneys' fees, costs, equitable relief in the form of civil penalties, in
12 an amount to be shown according to proof.

13 ~~473-204.~~ Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of
14 the State of California and Aggrieved Employees seek to recover from Defendants,
15 and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to
16 be determined at trial.

17 **NINTH CAUSE OF ACTION**

18 **Individual and Representative Claim for Penalties via the PAGA**

19 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
20 **Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6,**
21 **201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and**
22 **212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227,**
23 **227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of**
24 **Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353,**
25 **and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450,**
26 **511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921,**
27 **922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5,**
28 **1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections**

1 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
2 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
3 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
4 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
5 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
6 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections
7 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

8 (Against all Defendants)

9 174-205. Plaintiffs reallege and incorporate by reference the foregoing
10 allegations as though set forth herein.

11 175-206. This claim is premised on Plaintiffs' right to pursue all Labor
12 Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
13 *Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

14 176-207. Pursuant to Labor Code § 2699, any provision of the Labor Code
15 that provides for a civil penalty to be assessed and collected by the LWDA or any of
16 its departments, divisions, commissions, boards, agencies or employees for violation
17 of the code may, as an alternative, be recovered through a civil action brought by an
18 aggrieved employee on behalf of himself or herself and other current or former
19 employees pursuant to the procedures specified in Labor Code § 2699.3.

20 177-208. Plaintiffs are informed and believe, and based thereon allege, that
21 because of the acts alleged above and Defendants' violations of the Labor Code
22 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§
23 2698 and 2699.

24 178-209. Plaintiffs are "aggrieved employees" because Plaintiffs were
25 employed by the alleged violator and had one or more of the alleged violations
26 committed against Plaintiffs, and therefore are properly suited to represent the
27 interests of other current and former Represented Employees.

28 179-210. Labor Code § 2699(f) imposes upon Defendants, and each of

1 them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved
2 employee for initial violations, and two hundred dollars (\$200) per pay period, per
3 aggrieved employee for subsequent violations for all Labor Code provisions for
4 which a civil penalty is not specifically provided.

5 ~~180-211.~~ Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
6 them, penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6,
7 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and
8 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227,
9 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of
10 Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353,
11 and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511,
12 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922,
13 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5,
14 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections
15 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
16 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
17 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
18 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
19 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
20 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,
21 6310, 6311, and 6399.7.

22 ~~181-212.~~ Labor Code § 558 establishes a civil penalty as follows: Any
23 employer or other person acting on behalf of an employer who violates, or causes to
24 be violated, a section of this chapter or any provision regulating hours and days of
25 work in any order of the Industrial Welfare Commission (including the “Hours and
26 Days of Work” section of the Wage Order) shall be subject to a civil penalty of (1) for
27 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
28 period for which the employee was underpaid in addition to an amount sufficient to

1 recover underpaid wages; (2) for each subsequent violation, one hundred dollars
2 (\$100) for each underpaid employee for each pay period for which the employee was
3 underpaid in addition to an amount sufficient to recover underpaid wages; and (3)
4 wages recovered pursuant to this section shall be paid to the affected employee.

5 213. As to the named Plaintiff's claims that Defendants violated Labor Code
6 §§ 98.6, 230-230.1, 1102.5, and 6310-6311, the named Plaintiff realleges and
7 incorporate by reference the foregoing allegations as though set forth herein, to wit,
8 that she was discriminated and wrongfully terminated for reporting sexual assault in
9 the workplace.

10 214. As to the named Plaintiff's claims that Defendants violated Labor Code
11 432.5 and 432.6, Defendants allegedly required Plaintiff and Aggrieved Employees to
12 enter into invalid and unenforceable arbitration provisions as an express condition of
13 employment, requiring employees to waive their rights to "bring, maintain, participate
14 in, or receive money from any class, collective or representative proceeding."

15 215. As to the named Plaintiff's claims that Defendants violated Labor Code
16 1198 and IWC Wage Order No. 7-2001 section 14, as a matter of common policy
17 and/or practice, Defendants failed to provide Plaintiff and Aggrieved Employees
18 suitable seats and/or an adequate number of suitable seats in reasonable proximity to
19 the work area, and did not permit Plaintiff and Aggrieved Employees to use such seats
20 even where it did not interfere with the performance of their duties.

21 182-216.

22 183-217. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of
23 the State of California and Aggrieved Employees seek to recover from Defendants,
24 and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to
25 be determined at trial.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

28 1. That Defendants be found liable to the Plaintiffs on behalf of the State of

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1 California and Aggrieved Employees;

2 2. For all remedies available to the to the Plaintiffs on behalf of the State of
3 California and Aggrieved Employees under the applicable provisions of the Labor
4 Code including an award of attorneys' fees, costs, interest, liquidated damages,
5 damages, penalties and waiting time penalties according to proof to the extent
6 permitted by law;

7 3. For all remedies available to the Plaintiffs on behalf of the State of
8 California and Aggrieved Employees under the applicable provisions of the Labor
9 Code via the PAGA Labor Code § 2698, *et seq.* including an award of attorneys' fees,
10 costs, interest, liquidated damages, damages, penalties and waiting time penalties
11 according to proof to the extent permitted by law;

12 4. For maximum civil penalties available to the Plaintiffs on behalf of the
13 State of California and Aggrieved Employees under the Labor Code and applicable
14 Wage Order as described more particularly in this Complaint, representative PAGA
15 claims including the payment of wages as set forth in Labor Code § 558;

16 5. That Plaintiffs on behalf of the State of California and Aggrieved
17 Employees be awarded reasonable attorneys' fees where available by law, including
18 but not limited to pursuant to Labor Code § 2698, *et seq.*, Code of Civil Procedure §
19 1021.5, and/or other applicable laws; and

20 6. For any other relief the Court may deem just, proper, and equitable.

21 Dated: ~~October 27, 2025~~ September 4, 2025 Law Office of
22 Thomas D. Rutledge

23 By: DRAFT
24 /s/Thomas D. Rutledge, Esq.
25 Attorneys for Plaintiffs
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