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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)(9589071052701674147920)

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 **third 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 new facts and theories new claims, such as a failure to provide records and reporting time pay claims.

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)

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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 Provide and 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 ~~s~~ SAVANA PILKINGTON, in ~~thei~~r capacity as the State of
2 California's designated prox~~ies~~y under the Private Attorneys General Act and on
3 behalf of Aggrieved Employees (collectively the "Plaintiffs" and/or "Aggrieved
4 Employees"), alleges the following:

5 **NATURE OF THE ACTION**

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

12 2. As to Plaintiff PILKINGTON, this action is exempt from mandatory
13 arbitration pursuant to the *Ending Forced Arbitration of Sexual Assault and Sexual*
14 *Harassment Act of 2021* ("EFAA"), 9 U.S.C. § 402, because Plaintiff asserts claims
15 arising from sexual assault and sexual 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~~
21 themselves, the State, and Aggrieved Employees pursuant to the PAGA for
22 Defendants' violations of the 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
27 ¹ Plaintiffs reserve the right to pursue nonindividual PAGA claims within the meaning of
28 *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024); *Rodriguez v. Packers Sanitation*
Servs., Inc., 95 Cal. App. 5th 682 (2025).

claims arising under California law.

6. This Court has jurisdiction over the Defendants because each is an association, corporation, business entity, or individual that conducts substantial business in the State of California, County of San Diego.

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

THE PARTIES

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

9. Plaintiffs SAVANA PILKINGTON, SYLVIA HERNANDEZ, CINDY CUNNINGHAM, and MARILYN RYCHART, are ~~is an~~ individuals that resides in California.

~~9.~~

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

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

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

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

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

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

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

25 17. Plaintiffs are informed and believe, and based thereon allege, that
26 Defendants DOES 1-100 were a "Client employer" within the meaning of Labor Code
27 § 2810.3(a)(1)(A) and, as such, are jointly liable pursuant to Labor Code § 2810.3.
28

GENERAL ALLEGATIONS

18. Defendants are in the convenience store business.

19. ~~From about March 1, 2025 to the present~~ During all times relevant, the Defendants employed ~~the named Plaintiff~~ Plaintiffs ~~as as a Food Captain, a~~ nonexempt employees~~s~~ in ~~one of~~ its convenience stores in the County of San Diego.

20. ~~The named Plaintiff~~ Plaintiffs ~~are is an~~ “aggrieved employees” within the meaning of the PAGA because Defendants employed Plaintiffs in California and Plaintiffs experienced one or more of the alleged Labor Code violations committed against the Plaintiffs~~s~~, and therefore ~~the named Plaintiff~~ Plaintiffs ~~is are~~ properly suited to act on behalf the state, and collect civil penalties for all violations committed against the Aggrieved Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

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

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

Sexual Assault and Discrimination vis-à-vis Plaintiff PILKINGTON.

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

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

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

26. ~~The named Plaintiff~~ Plaintiff PILKINGTON’s drunk coworker

1 sometimes ~~performed~~handled work assignments that involved safety issues, such as
2 ~~handling-climbing~~ a ladder in order to reach far places, working in the cooler handling
3 heavy merchandise, using a razor blade to open packages, among other tasks that
4 ~~required soberness to perform~~requiring a level of sobriety to perform.

5 27. ~~The named Plaintiff~~Plaintiff PILKINGTON was concerned for her and
6 other people's safety when working with her drunk coworker.

7 28. ~~The named Plaintiff~~Plaintiff PILKINGTON communicated her safety
8 concerns to management about her drunk coworker, which did nothing to placate her
9 concerns.

10 29. Further, ~~the named Plaintiff~~Plaintiff PILKINGTON's worked alongside
11 another coworker who worked as a floater, meaning he worked at randomly different
12 convenience stores depending on Defendants' staffing needs.

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

18 31. At first, ~~the named Plaintiff~~Plaintiff PILKINGTON considered these
19 comments harmless because she believed the floater was a homosexual, but later it
20 became clear these statements meant more than that.

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

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

26 34. During the week of August 10, 2025, the abovementioned floater took
27 advantage of management's phone number sharing policy by obtaining ~~the named~~
28 PlaintiffPlaintiff PILKINGTON's personal cell phone and sending her inappropriate

1 text messages ~~after work hours~~.

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

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

10 37. ~~The named Plaintiff~~ Plaintiff PILKINGTON is happily married.

11 38. ~~The named Plaintiff~~ Plaintiff PILKINGTON made clear to the floater that
12 his messages were uninvited and that he should stop.

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

16 40. When reporting to work, ~~the named Plaintiff~~ Plaintiff PILKINGTON
17 reported these inappropriate messages to her boss, the store manager (Ana), and said
18 she did not appreciate these comments from the floater, to which her manager offered
19 little help.

20 41. On August 17, 2025, things went from bad to worse: The floater reported
21 to work at the same store where ~~the named Plaintiff~~ Plaintiff PILKINGTON was
22 working.

23 42. When the floater saw ~~the named Plaintiff~~ Plaintiff PILKINGTON, he
24 gave her a hug and told her he was sorry.

25 43. ~~The named Plaintiff~~ Plaintiff PILKINGTON thought this would be the
26 end of things, but later in the workday when alone in the cooler with the floater, the
27 floater asked Plaintiff PILKINGTON for another hug ~~from the named~~
28 ~~Plaintiff~~ Plaintiff PILKINGTON.

1 44. Before she could refuse, the floater forced himself on ~~the named~~
2 ~~Plaintiff~~ Plaintiff PILKINGTON.

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

7 46. ~~The named Plaintiff~~ Plaintiff PILKINGTON was completely startled
8 these unwanted intentional sexual acts ~~by this unwanted act~~.

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

11 48. Once she left the cooler, Plaintiff PILKINGTON immediately told
12 management ~~The named Plaintiff~~ Plaintiff PILKINGTON thereafter left the cooler and
13 told management immediately about the sexual assault.

14 49. "Should Can I call the police," or words to that effect, asked ~~the named~~
15 ~~Plaintiff~~ Plaintiff PILKINGTON of her manager, to which the store manager to which
16 ~~management~~ responded, "Let me call the district manager and I will let you know,"
17 or words to that effect.

18 50. Management never called the police and ~~the named Plaintiff~~ Plaintiff
19 PILKINGTON finished her shift and went home feeling quite concerned about the
20 incident.

21 51. On or about August 18, 2025, after reporting to work and realizing
22 management intended to do nothing about the abovementioned criminal act, ~~the~~
23 ~~named Plaintiff~~ Plaintiff PILKINGTON called the police.

24 52. When the police arrived at ~~the named Plaintiff~~ Plaintiff PILKINGTON's
25 workplace, they met with ~~the named Plaintiff~~ Plaintiff PILKINGTON, and
26 investigated her crime report.

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

28 53. Despite the foregoing incident, ~~the named Plaintiff~~ Plaintiff

1 PILKINGTON continued to report to work.

2 54. On or about August 21, 2025, ~~the named Plaintiff~~ Plaintiff PILKINGTON
3 reported to work and worked a half day.

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

7 56. Following her suspension, Plaintiff PILKINGTON repeatedly asked
8 Defendants' managers if and when she could return to work.

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

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

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

16 60. On August 21, 2025, Plaintiff, via counsel, filed a complaint with the
17 Labor Workforce Development Agency (LWDA) and mailed a certified letter to
18 Defendants informing them of her complaints about, among other things, sexual
19 abuse in the workplace and Labor Code violations she witnessed.

20 61. For more than two months, Defendants refused to allow Plaintiff to
21 return to work.

22 62. Plaintiff PILKINGTON maintains Defendants' suspension of her without
23 pay constitutes an "adverse employment action" and is in retaliation for making a
24 workplace report of sexual assault. *Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028,
25 1052 (2005) ("adverse action" is interpreted broadly and not limited to "ultimate"
26 actions like termination).

27 63. Plaintiff is informed and believes that Defendants wrongfully terminated
28 her in response to her exercise of protected activity, including but not limited to her

1 reports of sexual harassment and abuse in the workplace, her reports of safety
2 concerns regarding a drunk coworker, and her reports of Labor Code violations.

3 64. By service of this Complaint, Plaintiff demands backpay. The named
4 Plaintiff Plaintiff PILKINGTON maintains this constitutes an “adverse employment
5 action” and is in retaliation for making a workplace report of sexual assault. Yanowitz
6 v. L’Oreal USA, Inc., 36 Cal. 4th 1028, 1052 (2005) (“adverse action” is interpreted
7 broadly and not limited to “ultimate” actions like termination).

8 **Failure to Provide Records.**

9 65. During all times relevant, Plaintiffs, via counsel, sent correspondence to
10 Defendants requesting to obtain access to Plaintiffs’ payroll records and employee
11 personnel files.

12 66. Notwithstanding the foregoing, Defendants failed to provide Plaintiffs’
13 all the required records within the statutory deadlines in violation of the Labor Code.

14 67. Based on the foregoing, Plaintiff seeks the remedies set forth in this
15 Complaint.

16 56.
17 **Minimum Wage/Regular Wage claims.**

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

22 57. **Off-the-Clock Labor.**

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

28 70. For example, Defendants required Plaintiffs and Aggrieved Employees to

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1 keep and maintain a smartphone with them, even during off duty hours, to send and
2 receive messages from management.

3 71. The time Plaintiffs and Aggrieved Employees spent off-the-clock
4 communicating with management with their smartphones was unlawfully
5 uncompensated.

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

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

13 74. This took Plaintiff PILKINGTON no less than 30 minutes, which time the
14 Defendants did not pay the Plaintiff.

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

18 76. This took Plaintiff PILKINGTON no less than 30 minutes, which time the
19 Defendants did not pay the Plaintiff.

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

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

27 79. Another example of off-the-clock work is the Defendants' policy of
28 requiring Plaintiffs and Aggrieved Employees to clean up counters and throw away

1 trash after clocking out at the end of their shifts.

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

4 58.

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

8 60-81. The foregoing time worked was unpaid and Plaintiffs are informed and
9 believe and thereon allege that Defendants knew or should have known that the work
10 was being performed without compensation.

11 61-82. Plaintiffs are informed and believe and thereon allege that Plaintiff and
12 Aggrieved Employees continued working after their shifts ended to complete tasks.

13 62-83. The foregoing tasks were completed after Plaintiff and, upon information
14 and belief, other Aggrieved Employees logged out of Defendants' timekeeping system.

15 63-84. Plaintiff and Aggrieved Employees were uncompensated for this
16 worktime that Defendants required and/or permitted them to work.

17 64-85. Again, Plaintiffs are informed and believe and thereon allege that
18 Defendants knew or should have known that the foregoing work was being performed
19 without compensation.

20 65-86. Plaintiffs are also informed and believe and thereon allege that Defendants
21 used a timekeeping system whereby Defendants rounded down Aggrieved Employees'
22 work time, resulting in lost wages in an amount to be determined at trial.

23 66-87. Plaintiffs are also informed and believe and thereon allege that Defendants
24 automatically deducted meal breaks that Aggrieved Employees did not take and which
25 instead they actually worked through.

26 88. As a result of the foregoing, Defendants refused to pay Plaintiffs and
27 Aggrieved Employees for the above-described hours at their regular rate or minimum
28 wage rate in an amount to be determined at trial.

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Reporting Time Pay.

89. Applicable Wage Orders provide that for each workday an employee is required to and does in fact report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, that employee should be paid for no less than half, and in no event less than two (2) hours, of the employees' regular rate of pay.

90. Plaintiffs and other Aggrieved Employees were frequently told by Defendants to report to work and were either not put to work or were furnished less than half of said employee's usual scheduled day's work.

91. Defendants routinely failed to pay the required reporting time wages to Plaintiffs and other Aggrieved Employees for each of these instances.

92. As a result, Plaintiffs have standing under the Labor Code Section 2699 *et seq.* and seeks representative PAGA penalties on behalf of Aggrieved Employees only.

Split Shift Violations.

93. Applicable Wage Orders provide that each workday when an employee works a "split shift", one (1) hour's pay at the State or local minimum wage (whichever is greater) must be paid in addition to the minimum wage for that workday.

94. A "split shift" is defined as a work schedule which is interrupted by non-paid, non-working periods established by the employer, other than bona fide rest or meal periods.

95. Defendants routinely scheduled Plaintiffs and other Aggrieved Employees for multiple different shifts throughout the same workday, separated by periods other than bona fide rest or meal breaks.

96. Defendants failed to pay Plaintiffs and other Aggrieved Employees one (1) hour's pay at the applicable minimum wage, which resulted in Plaintiffs and other Aggrieved Employees being paid less than the applicable minimum wage for that day.

97. As a further consequence, Defendants also failed to separately list "split shift" payments on Plaintiffs and other Aggrieved Employees wage statements.

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1 98. By way of example, on July 31, 2025, Plaintiff PILKINGTON worked a
2 split shift, yet Defendants underpaid Plaintiff for her split shift. See Exhibit 3.

3 99. Plaintiffs are informed and believe and thereon allege that Defendants'
4 unlawful conduct described in this Complaint was widespread, repeated, and consistent
5 as to Aggrieved Employees and throughout Defendants' operations in California.

6 ~~67.~~

7 **Failure to Pay State Overtime.**

8 ~~68.100.~~ During all times relevant, Plaintiffs are informed and believe and
9 thereon allege that pursuant to company policy and/or practice and/or direction,
10 Defendants failed to pay Plaintiff and Aggrieved Employees state overtime
11 compensation and/or the correct amount of overtime and sick pay compensation.

12 ~~69.101.~~ This claim is generally premised on the facts described above, but
13 when Plaintiff and Aggrieved Employees also had the right to overtime compensation,
14 Defendants failed to pay Plaintiff and Aggrieved Employees overtime in an amount to
15 be proven at trial.

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

23 103. For example, during the August 22, 2025 to September 4, 2025 pay
24 period, Defendants paid Plaintiff PILKINGTON \$493 quarterly bonus that covered the
25 April 25, 2025 to July 24, 2025 period and Defendants made a number of true-up
26 adjustments to Plaintiff PILKINGTON's overtime payments earned in previous pay
27 periods, yet in the corresponding pay period Defendants neglected to make an
28 adjustment to the 2.62 double time overtime she earned in the May 2, 2025 to May 8,

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1 2025 pay period, resulting in an underpayment of overtime in an amount to be proven
2 at trial. See Exhibit 2 (last page).

3 70.104. Plaintiffs are informed and believe and thereon allege that
4 Defendants failed to pay Plaintiffs and Aggrieved Employees for the right amount of
5 overtime and sick pay due to Defendants' failure to include "premium pay" into
6 Plaintiffs and Aggrieved Employees' regular rate of pay for overtime and/or sick pay
7 purposes in an amount to be proven at trial.

8 **Meal and Rest Break Claims.**

9 74.105. During all times relevant, Plaintiffs are informed and believe and
10 thereon allege that pursuant to company policy and/or practice and/or direction,
11 Defendants failed to authorize and/or permit Plaintiff and Aggrieved Employees to
12 take all their compliant off-duty meal and rest breaks during the required timeframe as
13 required by law and failed to pay them premium pay, in an amount to be proven at
14 trial.

15 72.106. Under California Labor Code § 512(a) and applicable IWC Wage
16 Orders: "An employer may not employ an employee for a work period of more than
17 five hours per day without providing a meal period of not less than 30 minutes..."

18 107. Plaintiffs are informed and believe and thereon allege that when Plaintiff
19 and Aggrieved Employees worked more than five and/or ten hours in a workday, they
20 were deprived their right to take lawful meal breaks and Defendants failed to pay them
21 premium pay for the missed or noncompliant meal breaks, in an amount to be proven
22 at trial.

23 108. Examples of Plaintiff PILKINGTON's noncompliant meal breaks are as
24 follows: On April 29, 2025, Plaintiff PILKINGTON worked 5 hours and 34 minutes
25 straight before Defendants provided her lawful meal break; on May 2, 2025, Plaintiff
26 PILKINGTON worked 5 hours and 50 minutes straight before Defendants provided
27 her lawful meal break; on May 15, 2025, Plaintiff PILKINGTON worked 5 hours and
28 39 minutes before Defendants provided her lawful meal break; on May 20, 2025,

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1 Plaintiff PILKINGTON worked 5 hours and 20 minutes straight before Defendants
2 provided her a lawful meal break; on May 22, 2025, Plaintiff PILKINGTON worked 5
3 hours and 50 minutes straight before Defendants provided her a lawful meal break; on
4 June 2, 2025, Plaintiff PILKINGTON worked 5 hours and 6 minutes straight before
5 Defendants provided her a lawful meal break; on June 9, 2025, , Plaintiff
6 PILKINGTON worked 5 hours and 3 minutes straight before Defendants provided her
7 a lawful meal break; on June 10, 2025, Plaintiff PILKINGTON worked 7 hours and 47
8 minutes straight before Defendants provided her a lawful meal break; on June 16,
9 2025, Plaintiff PILKINGTON worked 7 hours and 37 minutes straight before
10 Defendants provided her a lawful meal break; on July 7, 2025, Plaintiff PILKINGTON
11 worked 5 hours and 3 minutes straight before Defendants provided her a lawful meal
12 break; and on August 10, 2025, Plaintiff PILKINGTON worked 5 hours and 6 minutes
13 straight before Defendants provided her a lawful meal break. See **Exhibit 3.**

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

17 73.109. Examples of Plaintiff PILKINGTON's missed meal breaks are as
18 follows: On May 9, 2025, Plaintiff PILKINGTON worked over 5 hours and
19 Defendants did not provide her a lawful meal break; on May 19, 2025, Plaintiff
20 PILKINGTON worked over 5 hours and Defendants did not provide her a lawful meal
21 break; on May 29, 2025, Plaintiff PILKINGTON worked a full day and Defendants did
22 not provide her a lawful meal break; on June 2, 2025, Plaintiff PILKINGTON worked
23 5 hours and 6 minutes and the Defendants did not provide her a lawful meal break; on
24 June 25, 2025, Plaintiff PILKINGTON worked 10 hours and 47 minutes and the
25 Defendants did not provide her a lawful meal break; and on August 1, 2025, Plaintiff
26 PILKINGTON worked nearly 10 hours and the Defendants did not provide her a
27 lawful meal break. See **Exhibit 3.**

28 ~~74. By way of example, the named Plaintiff maintains she often worked more~~

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1 ~~than ten hour shifts without ever receiving a second meal or rest break, despite telling~~
2 ~~managers she missed her break.~~

3 75.110. For each meal period violation, the employer must pay the
4 employee one additional hour of pay at the employee's regular rate of compensation
5 (Labor Code § 226.7(c)), yet ~~the named Plaintiff~~ Plaintiffs are ~~is~~ informed and believes
6 and thereon alleges that Defendants ~~never paid any~~ did not pay them for premium pay
7 ~~for all~~ missed or unlawful meal or rest breaks.

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

13 112. Examples of rest break violations regarding Plaintiff PILKINGTON are as
14 follows: On May 2, 2025, Plaintiff PILKINGTON worked 4 hours and 4 minutes
15 without a rest break; on May 8, 2025, Plaintiff PILKINGTON worked 4 hours and 54
16 minutes without a rest break; on May 22, 2025, Plaintiff PILKINGTON, Plaintiff
17 PILKINGTON worked 5 hours and 6 minutes and the Defendants did not provide her a
18 lawful meal break worked 4 hours and 4 minutes without a rest break; on May 27,
19 2025, Plaintiff PILKINGTON worked 4 hours and 38 minutes without a rest break; on
20 June 6, 2025, Plaintiff PILKINGTON worked 4 hours and 8 minutes without a rest
21 break; on June 26, 2025, Plaintiff PILKINGTON worked 4 hours and 33 minutes
22 without a rest break; on June 27, 2025, Plaintiff PILKINGTON worked 4 hours and 2
23 minutes without a rest break; on July 10, 2025, Plaintiff PILKINGTON worked 4
24 hours and 44 minutes without a rest break; on July 18, 2025, Plaintiff PILKINGTON
25 worked 4 hours without a rest break; on July 27, 2025, Plaintiff PILKINGTON worked
26 4 hours and 5 minutes without a rest break; on August 10, 2025, Plaintiff
27 PILKINGTON worked 4 hours and 3 minutes without a rest break; and on August 17,
28 2025, Plaintiff PILKINGTON worked 4 hours and 34 minutes without a rest break. See

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Exhibit 3.

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

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

115. For example, during the August 22, 2025 to September 4, 2025 pay period, Defendants paid Plaintiff PILKINGTON \$493 quarterly bonus that covered the April 25, 2025 to July 24, 2025 period and during which the Defendants made a number of true-up adjustments to Plaintiff's meal and rest break premium payments earned in previous pay periods, yet in the corresponding pay period Defendants neglected to make an adjustment to the one of the two meal period premium payments she earned in the May 2, 2025 to May 8, 2025 pay period and erroneously called one of the payments a "Rest Break Period Pay" when it should have said it was for "Meal Pay," (a standalone wage statement violation of Labor Code § 226), resulting in an underpayment of overtime to be proven at trial. See **Exhibit 2.**

~~76.~~

~~77.~~116. The foregoing are examples of what Plaintiffs believe are many instances of how Defendants prevented Plaintiffs/Aggrieved Employees from taking

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1 their lawful breaks.

2 **Failure to Reimburse.**

3 117. During all times relevant, Plaintiffs are informed and believe and thereon
4 allege that pursuant to company policy and/or practice and/or direction, Defendants
5 required Plaintiff and Aggrieved Employees to incur various work-related expenses
6 which were never reimbursed.

7 118. As alleged above, Plaintiffs and AGGRIEVED EMPLOYEES were
8 required to keep and maintain a smartphone to receive messages from managers on and
9 off the job.

10 ~~78.~~

11 79-119. Plaintiffs are informed and believe and thereon allege the
12 unreimbursed purchases ~~the named Plaintiff~~ Plaintiffs and Aggrieved Employees were
13 required to make to perform their work include, but are not limited to cell phone
14 usage, among other things. *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal.
15 App. 4th 1137 (2014) ("We hold that when employees must use their personal cell
16 phones for work-related calls, Labor Code section 2802 requires the employer to
17 reimburse them. Whether the employees have cell phone plans with unlimited
18 minutes or limited minutes, the reimbursement owed is a reasonable percentage of
19 their cell phone bills.")

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

21 120. During all times relevant, and pursuant to company policy and/or practice
22 and/or direction and continuing to the present, and pursuant to company policy and/or
23 practice and/or direction, Plaintiffs are informed and believe and thereon allege that
24 Defendants issued confusing and inaccurate wage and earning statements to Plaintiff
25 and Aggrieved Employees in violation of Labor Code § 226.

26 121. Defendants also issued wage statements to Plaintiff PILKINGTON that
27 were inaccurate because Defendants mislabeled retroactive "Rest Break Period Pay"
28 when it should have said it was for "Meal Pay," (see last page of Exhibit 2), as

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1 alleged above, supporting a standalone claim under Labor Code § 226.

2 ~~80.~~

3 122. Plaintiffs allege Aggrieved Employees' wage statements were inaccurate
4 because Defendants failed to pay them all wages, as alleged above, supporting a
5 derivative claim under Labor Code § 226.

6 123. Plaintiffs are informed and believe and thereon allege that Defendants'
7 unlawful conduct is widespread, repeated, and consistent throughout Defendants'
8 operations in California.

9 ~~81.~~

10 **Facts Relating to Derivative Claims, such as Labor Code §§ 201, 202, 203, 204,**
11 **204b, 256, etc.**

12 82-124. During all times relevant and pursuant to the above-mentioned
13 policies, Plaintiffs are informed and believe and thereon allege that Defendants failed
14 to pay all wages to which Plaintiff and Aggrieved Employees had the right to receive
15 under the law in a timely manner.

16 83-125. As to ~~the named Plaintiff~~ Plaintiff specifically, as alleged above
17 Defendants failed to timely pay Plaintiffs wages in violation of the Labor Code
18 including but not limited to §§ 201-203, and 204.

19 ~~84. For example, Defendants neglected to mail the named Plaintiff's paycheck~~
20 ~~in a timely manner and that it took the Defendants more than a week to issue Plaintiff's~~
21 ~~paycheck.~~

22 126. By way of example, Further, on or about August 21, 2025, the Defendants
23 placed ~~the named Plaintiff~~ Plaintiff PILKINGTON on administrative leave without pay
24 (effectively, a termination), yet Defendants failed to issue Plaintiff's final paycheck on
25 her date of termination in violation of the Labor Code.

26 85-127. Similarly, when Plaintiffs CUNNINGHAM, RYCHART, and
27 HERNANDEZ's employment terminated, Defendants unlawfully paid them untimely.

28 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

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1 86-128. This representative action filed pursuant to PAGA, §§ 2698, 2699
2 generally consists of the following group:

3 **All current or former people Defendants characterized and**
4 **employed as independent contractors in California from**
5 **~~August 21~~April 28, 20240 to the present.**

6 87-129. All members of the represented group are referred to as the
7 “Aggrieved Employees.”

8 88-130. The “Representative Period” means from ~~April 28~~August 21,
9 20240 to the present.

10 89-131. Plaintiff further alleges, on information and belief, that Aggrieved
11 Employees, did not receive all wages due at the time their employment ended with
12 Defendants.

13 90-132. On information and belief, Defendants current and former
14 employees were subject to wage and hour violations by Defendants, including failing
15 to be paid for all wages due.

16 91-133. California law provides that an employee may file an action
17 against an employer for penalties in connection with violations of the Labor Code and
18 Wage Orders provided the aggrieved employee file an action on behalf of him or
19 herself and similarly situated current and former employees.

20 92-134. At all material times, Defendants and DOES 1 through 50 were
21 and/or are Aggrieved Employees’ employers or persons acting on behalf of
22 Aggrieved Employees’ employer, within the meaning of California Labor Code §
23 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the
24 California Labor Code or any provision regulating hours and days of work in any
25 Order of the Industrial Welfare Commission and, as such, are subject to penalties for
26 each underpaid employee as set for in Labor Code § 558.

27 93-135. As set forth in further detail below, because of the analysis and
28 investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent the required

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1 correspondence to the California Labor and Workforce Development Agency
2 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'
3 intent to pursue litigation.

4 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

5 94.136. Pursuant to the PAGA, on **August 21, 2024**, Plaintiffs, via
6 counsel, sent correspondence to the LWDA and Defendants via certified U.S. Mail
7 indicating that Plaintiffs are pursuing the claims alleged in this Complaint.

8 95.137. The statutory waiting period for the above referenced letter
9 Plaintiffs has ~~NOT~~ expired and the LWDA did not serve Plaintiffs with notice of
10 intent to assume jurisdiction over the applicable penalty claims and did not provide
11 notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

12 96.138. Therefore, Plaintiffs have ~~NOT~~ exhausted Plaintiffs'
13 administrative remedies to pursue claims and remedies as authorized by the PAGA
14 (~~YET~~).

15 97.139. The Causes of Action alleged herein are appropriately suited for a
16 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

- 17 a. This action involves allegations of violations of provisions of
18 the California Labor Code that provide for a civil penalty to be
19 assessed and collected by the LWDA or any departments,
20 divisions, commissions, boards, agencies, or employees;
21 b. Plaintiffs are "aggrieved employees" because Defendants
22 employed ~~the named Plaintiff~~ Plaintiff PILKINGTON and
23 Plaintiff is the victim of one or more of the Labor Code
24 violations alleged in this Complaint committed by the
25 Defendants; and
26 c. Plaintiffs have satisfied the procedural requirements of
27 Labor Code § 2699.3, as set forth above.

28 **FIRST CAUSE OF ACTION**

**Individual and Representative Claim via the PAGA for
Failure to Pay State Minimum/Regular/Local Wages
in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194,
1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**

(Against all Defendants)

~~98~~140. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~99~~141. Pursuant to California law, including but not limited to Labor Code §§ 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission (IWC) Wage Order and/or local law.

~~100~~142. Plaintiffs are informed and believe and based thereupon allege that during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction wages for all hours suffered or permitted to work in violation of California law.

~~101~~143. During all times relevant, Defendants were required to pay Plaintiffs and other members of the Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages per state law or applicable local law.

~~102~~144. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

~~103~~145. Pursuant to the applicable Wage Order, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

~~104~~146. During the PAGA Period and based on the misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local wages for all hours suffered or permitted to work in violation of state and/or local law.

1 ~~405.147.~~ Labor Code § 1194 subdivision (a) permits an action to recover
2 wages because of the payment of a wage less than the minimum wage “applicable to
3 the employee” including attorneys’ fees, costs, and interest.

4 ~~406.148.~~ At all material times, Defendants were and/or are Aggrieved
5 Employees’ employers or persons acting on behalf of Aggrieved Employees’
6 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
7 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
8 Labor Code or any provision regulating hours and days of work in any Order of the
9 Industrial Welfare Commission and, as such, are subject to civil penalties for each
10 underpaid employee as set for in Labor Code § 558.

11 ~~407.149.~~ In committing the violations of state law as herein alleged,
12 Plaintiffs are informed and believe based there upon allege that Defendants have
13 knowingly and willfully refused to perform their obligations to compensate
14 Aggrieved Employees for all wages earned and all hours worked.

15 ~~408.150.~~ As a direct result, Aggrieved Employees have suffered and
16 continue to suffer, substantial losses related to the use and enjoyment of such
17 compensation, wages, lost interest on such monies and expenses and attorneys’ fees in
18 seeking to compel Defendants to fully perform their obligations under state and/or
19 local law.

20 ~~409.151.~~ Labor Code § 2699, *et seq.* imposes upon Defendants, and each
21 of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
22 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
23 employee per pay period for each subsequent violation in which Defendants violated
24 the minimum/regular/ and or local wage provisions of California law, including but
25 not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815,
26 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in
27 an amount to be shown according to proof at trial.

28 ~~410.152.~~ Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of

1 California and Aggrieved Employees seek to recover from Defendants, and each of
2 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
3 determined at trial.

4 **SECOND CAUSE OF ACTION**

5 **Individual and Representative Claim via the PAGA for**
6 **Failure to Pay State Overtime and/or Double-Time Compensation**
7 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,**
8 **1182.12, 1194, 1194.2, 1197, 1197.1,**
9 **1811, 1815, and 1198 via the Applicable IWC Wage Order**

10 (Against all Defendants)

11 ~~111~~.153. Plaintiffs reallege and incorporate by reference the foregoing
12 allegations as though set forth herein.

13 ~~112~~.154. During all times relevant, one or more of the IWC Wage Orders
14 applied to Plaintiffs' employment with Defendants.

15 ~~113~~.155. Pursuant to § 2(K) of the applicable Wage Order(s), including
16 Wage Order 4, "hours worked" include the time during which an employee is
17 "suffered or permitted to work, whether or not required to do so."

18 ~~114~~.156. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the
19 applicable Wage Order(s), for each hour (or fraction thereof) an employee works up
20 to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the
21 employee's regular hourly wage.

22 ~~115~~.157. For each hour (or fraction thereof) an employee works over forty
23 (40) hours in a week or more than eight (8) hours in a workday the employer must
24 pay the rate of one and a half times the employee's regular hourly wage. (*Ibid.*)

25 ~~116~~.158. For each hour (or fraction thereof) an employee works more than
26 twelve (12) hours in one day or more than eight (8) hours a day on the seventh
27 consecutive day of work, the employer must compensate the employee at the rate of
28 no less than twice the regular rate of pay for that employee. (*Ibid.*)

1 ~~117,159.~~ During all times relevant, and pursuant to company policy and/or
2 practice and/or direction, Defendants required Aggrieved Employees to work more
3 than 40 hours per week and/or eight hours in a workday to which they had the right to
4 receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all
5 overtime compensation to which they should have received at the applicable wage
6 rate.

7 ~~118,160.~~ As alleged herein, Defendants failed to pay Aggrieved
8 Employees all overtime to which they had a right to receive.

9 ~~119,161.~~ In committing the violations of state law as herein alleged,
10 Defendants have knowingly and willfully refused to perform their obligations to
11 compensate Aggrieved Employees for all wages earned and all hours worked.

12 ~~120,162.~~ At all material times, Defendants were and/or are Aggrieved
13 Employees' employers or persons acting on behalf of Aggrieved Employees'
14 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
15 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
16 Labor Code or any provision regulating hours and days of work in any Order of the
17 Industrial Welfare Commission and, as such, are subject to penalties for each
18 underpaid employee as set for in Labor Code § 558.

19 ~~121,163.~~ In committing the violations of state law as herein alleged,
20 Defendants have knowingly and willfully refused to perform their obligations to
21 compensate Aggrieved Employees for all wages earned and all hours worked.

22 ~~122,164.~~ Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
23 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
24 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
25 employee per pay period for each subsequent violation in which Defendants violated
26 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
27 and 1194, the exact amount of the penalties sought is in an amount to be shown
28 according to proof at trial.

1 ~~423,165.~~ Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
2 California and Aggrieved Employees seek to recover from Defendants, and each of
3 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
4 determined at trial.

5 **THIRD CAUSE OF ACTION**

6 **Individual and Representative Claim via the PAGA for**
7 **Failure to Timely Pay Earned Wages Upon Separation of Employment in**
8 **Violation of California Labor Code §§ 201, 202, 203, 204, 204b, 204.2, 210,**
9 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**

10 (Against all Defendants)

11 ~~424,166.~~ Plaintiffs reallege and incorporate by reference the foregoing
12 allegations as though set forth herein.

13 ~~425,167.~~ Pursuant to Labor Code § 201, "If an employer discharges an
14 employee, the wages earned and unpaid at the time of discharge are due and payable
15 immediately."

16 ~~426,168.~~ Pursuant to Labor Code § 202, "If an employee not having a
17 written contract for a definite period quits his or her employment, his or her wages
18 shall become due and payable not later than 72 hours thereafter, unless the employee
19 has given 72 hours previous notice of his or her intention to quit, in which case the
20 employee is entitled to his or her wages at the time of quitting."

21 ~~427,169.~~ Labor Code § 203 provides, in pertinent part: "If an employer
22 willfully fails to pay, without abatement or reduction, ... any wages of an employee
23 who is discharged or who quits, the wages of the employee shall continue as a penalty
24 from the due date thereof at the same rate until paid or until an action therefore is
25 commenced; but the wages shall not continue for more than 30 days. ..."

26 ~~428,170.~~ Pursuant to Labor Code § 204, "all wages ... earned by any person
27 in any employment are due and payable twice during each calendar month, on days
28 designated in advance by the employer as the regular paydays."

1 ~~129~~171. Pursuant to Labor Code § 204b, "Labor performed by a weekly-
2 paid employee during any calendar week and prior to or on the regular payday shall
3 be paid for not later than the regular payday of the employer for such weekly-paid
4 employee falling during the following calendar week."

5 ~~130~~172. Defendants did not properly pay Plaintiff and Aggrieved
6 Employees pursuant to the requirements of Labor Code, including but not limited to
7 §§ 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek
8 the unpaid wages.

9 ~~131~~173. To date, Defendants have not paid terminated Aggrieved
10 Employees all earned wages as required by law and did not and continue to fails to
11 pay current employees in a timely manner as required by law.

12 ~~132~~174. At all material times, Defendants and DOES 1 through 50 were
13 and/or are Aggrieved Employees' employers or persons acting on behalf of
14 Aggrieved Employees' employer, within the meaning of California Labor Code §
15 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the
16 California Labor Code or any provision regulating hours and days of work in any
17 Order of the Industrial Welfare Commission and, as such, are subject to penalties for
18 each underpaid employee as set for in Labor Code § 558.

19 ~~133~~175. In committing the violations of state law as herein alleged,
20 Defendants have knowingly and willfully refused to perform their obligations to
21 compensate Aggrieved Employees for all wages earned and all hours worked.

22 ~~134~~176. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
23 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
24 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
25 employee per pay period for each subsequent violation in which Defendants violated
26 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,
27 204.2, 210, 218.5, 218.6, 256.

28 ~~135~~177. As alleged above, Defendants have deprived Plaintiffs and

1 Aggrieved Employees of their rightfully earned wages as a direct and proximate result
2 of Defendants' failure and refusal to pay said compensation and for the reasons
3 alleged in this Complaint.

4 ~~136,178.~~ 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 **FOURTH CAUSE OF ACTION**

9 **Individual and Representative Claim for Penalties via the PAGA for** 10 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 11 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order** 12 **(Against all Defendants)**

13 ~~137,179.~~ Plaintiffs reallege and incorporate by reference the foregoing
14 allegations as though set forth herein.

15 ~~138,180.~~ Based on the misconduct alleged in this Complaint, Defendants
16 failed to pay Plaintiffs and Aggrieved Employees premium pay for all their missed
17 meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

18 ~~139,181.~~ Because of Defendants' illegal pay practices, said Defendants
19 failed to pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite
20 their requirement under California law and, as such, all culpable Defendants are
21 required to pay Plaintiffs and Aggrieved Employees for rest break and/or meal break
22 premium wages.

23 ~~140,182.~~ Defendants also failed to provide Plaintiffs, and Aggrieved
24 Employees, legally-compliant meal and rest periods, or compensation in lieu thereof,
25 during their employment by said Defendants.

26 ~~141,183.~~ At all material times, Defendants were and/or are Aggrieved
27 Employees' employers or persons acting on behalf of Aggrieved Employees'
28 employer, within the meaning of California Labor Code §§ 558 and 558.1, who

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

5 ~~142,184.~~ Cal. Labor Code § 2699, *et seq.* imposes upon all culpable
6 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee
7 per pay period for the initial violation and two hundred (\$200.00) for each aggrieved
8 employee per pay period for each subsequent violation in which all culpable
9 Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of the
10 applicable penalty is all in an amount to be shown according to proof at trial.

11 ~~143,185.~~ Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of
12 California and Aggrieved Employees seek to recover from Defendants, and each of
13 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
14 determined at trial.

15
16
17 **FIFTH CAUSE OF ACTION**

18 **Individual and Representative Claim for Penalties via the PAGA for**
19 **Violations of California Labor Code §§ 226, 226.3, 226.6,**
20 **and 1198 via the applicable IWC Wage Order**
21 **(Against all Defendants)**

22 ~~144,186.~~ Plaintiffs reallege and incorporate by reference the foregoing
23 allegations as though set forth herein.

24 ~~145,187.~~ Labor Code § 226 subdivision (a) requires, in pertinent part, that
25 every employer shall, "semimonthly or at the time of each payment of wages, shall
26 furnish to his or her employees, either as a detachable part of the check, draft, or
27 voucher paying the employee's wages, or separately if wages are paid by personal
28 check or cash, an accurate itemized statement in writing showing (1) gross wages

1 earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units
2 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
3 all deductions, provided that all deductions made on written orders of the employee
4 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
5 dates of the period for which the employee is paid, (7) the name of the employee and
6 only the last four digits of his or her social security number..., (8) the name and
7 address of the legal entity that is the employer. . . , and (9) all applicable hourly rates
8 in effect during the pay period and the corresponding number of hours worked at each
9 hourly rate by the employee and, beginning July 1, 2013, if the employer is a
10 temporary services employer as defined in Section 201.3, the rate of pay and the total
11 hours worked for each temporary services assignment. . .” (Labor Code § 226
12 subdivision (a).)

13 ~~146-188.~~ Based on the foregoing allegations, Defendants did not provide
14 accurate wage statements to the Aggrieved Employees.

15 ~~147-189.~~ At all material times, Defendants were and/or are Aggrieved
16 Employees’ employers or persons acting on behalf of Aggrieved Employees’
17 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
18 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
19 Labor Code or any provision regulating hours and days of work in any Order of the
20 Industrial Welfare Commission and, as such, are subject to penalties for each
21 underpaid employee as set for in Labor Code § 558.

22 ~~148-190.~~ Cal. Labor Code § 2699, *et seq.* imposes upon all culpable
23 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee
24 per pay period for the initial violation and two hundred (\$200.00) for each aggrieved
25 employee per pay period for each subsequent violation in which all culpable
26 Defendants violated the applicable Cal. Labor Code provisions alleged in this
27 Complaint, the exact amount of the applicable penalty is all in an amount to be shown
28 according to proof at trial.

1 149,191. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of
2 the State of California and Aggrieved Employees seek to recover from Defendants,
3 and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to
4 be determined at trial.

5 **SIXTH CAUSE OF ACTION**

6 **Individual and Representative Claim for Penalties via the PAGA** 7 **For Failure to Maintain Required Records in Violation of California** 8 **Labor Code §§ 1174 and 1198 via the Applicable Wage Order** 9 (Against All Defendants)

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

12 193. California Labor Code § 226, subdivision (b), requires employers
13 doing business in the State of California to “afford current and former
14 employees the right to inspect or copy records pertaining to their
15 employment, upon a reasonable request to the employer...” and
16 subdivision (c), requires employers to produce such records within “21
17 calendar days from the date of the request.”

18 194. Plaintiff maintains the records requested fall within the meaning of
19 Labor Code § 226 because, among other reasons, the requested
20 documents are “records pertaining to [Plaintiff’s] employment.”

21 195. California Labor Code § 432, subdivision (b), requires employers
22 doing business in the State of California to provide current, former
23 employees, and applicants copies of all written instruments they sign
24 upon request.

25 196. Plaintiff maintains the records requested fall within the meaning of
26 Labor Code § 432 because some of the records requested constitute
27 written instruments the Plaintiff signed.

28 197. California Labor Code § 1198.5, et seq., similarly provides current

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1 and former employees the right to inspect their employee personnel
2 records and requires the employer to provide the employee access to
3 such records no later than 30 calendar days from the date the employer
4 receives a written request.

5 198. Plaintiff maintains the records requested fall within the meaning of
6 Labor Code § 1198.5, et seq. because they were part of and/or related to
7 Plaintiff's personnel file within the meaning of Labor Code § 1198.5.

8 199. As it pertains to "records," § 7 of Wage Order 4, in relevant part,
9 provides:

10 (A) Every employer shall keep accurate information with
11 respect to each employee including the following:

12 ***

13 (3) Time records showing when the employee begins
14 and ends each work period. Meal periods, split shift intervals
15 and total daily hours worked shall also be recorded. Meal
16 periods during which operations cease and authorized rest
17 periods need not be recorded.

18 (4) Total wages paid each payroll period, including value
19 of board, lodging, or other compensation actually furnished to
20 the employee.

21 (5) Total hours worked in the payroll period and
22 applicable rates of pay. This information shall be made
23 readily available to the employee upon reasonable request.

24 150. Wage Order 4, § 7 (emphasis added).

25 200. Plaintiffs seek to recover penalties pursuant to the PAGA from the
26 Defendants for any violations of Labor Code §§ 226, 432, 1174, 1198, and 1198.5 for
27 failing to maintain certain records which employers are required to maintain,
28 including but not limited to, an accurate record indicating the number hours worked
by the Plaintiffs

151. Plaintiffs seek to recover penalties pursuant to the PAGA failure to
provide employees with the ability to easily access wage statements and get hard

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1 ~~copies at no expense to the employee. Section 7 of the applicable Wage Order requires~~
2 ~~every employer to maintain time and payroll records.~~

3 ~~452.201. Defendants failed to comply with § 7 of the applicable IWC~~
4 ~~Orders and with Labor Code § 1174 by failing to maintain certain records which~~
5 ~~employers are required to maintain, including but not limited to, all wage records.~~

6 ~~453.202.~~ At all material times, Defendants were and/or are Aggrieved
7 Employees' employers or persons acting on behalf of Aggrieved Employees'
8 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
9 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
10 Labor Code or any provision regulating hours and days of work in any Order of the
11 Industrial Welfare Commission and, as such, are subject to penalties for each
12 underpaid employee as set for in Labor Code § 558.

13 ~~454.203.~~ Cal. Labor Code § 2699, *et seq.* imposes upon all culpable
14 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee
15 per pay period for the initial violation and two hundred (\$200.00) for each aggrieved
16 employee per pay period for each subsequent violation in which all culpable
17 Defendants violated the applicable Cal. Labor Code provisions alleged in this
18 Complaint, the exact amount of the applicable penalty is all in an amount to be shown
19 according to proof at trial.

20 ~~455.204.~~ Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of
21 the State of California and Aggrieved Employees seek to recover from Defendants,
22 and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to
23 be determined at trial.

24 **SEVENTH CAUSE OF ACTION**

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

26 **Failure to Reimburse Business Expenses**

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

28 **(Against All Defendants)**

1 ~~156-205.~~ Plaintiffs reallege and incorporate by reference the foregoing
2 allegations as though set forth herein.

3 ~~157-206.~~ Pursuant to California Labor Code § 2802, an employer must
4 indemnify its employees “for all necessary expenditures or losses incurred by the
5 employee in direct consequence of the discharge of his or her duties”

6 ~~158-207.~~ Plaintiffs made necessary expenditures and incurred losses as a
7 direct consequence of the discharge of their duties and in obedience to the directions
8 of Defendants including, but not limited to cell phone and data expenses.

9 ~~159-208.~~ On information and belief, Defendants knew Plaintiffs were
10 incurring the expenses and were responsible for reimbursing Aggrieved Employees
11 for their expenditures and losses as a direct consequence of the discharge of their
12 duties, but failed to do so.

13 ~~160-209.~~ At all material times, Defendants were and/or are Aggrieved
14 Employees’ employers or persons acting on behalf of Aggrieved Employees’
15 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
16 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
17 Labor Code or any provision regulating hours and days of work in any Order of the
18 Industrial Welfare Commission and, as such, are subject to penalties for each
19 underpaid employee as set for in Labor Code § 558.

20 ~~161-210.~~ Cal. Labor Code § 2699, *et seq.* imposes upon all culpable
21 Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee
22 per pay period for the initial violation and two hundred (\$200.00) for each aggrieved
23 employee per pay period for each subsequent violation in which all culpable
24 Defendants violated the applicable Cal. Labor Code provisions alleged in this
25 Complaint, including but not limited to Labor Code §§ 2802 and 1198, the exact
26 amount of the applicable penalty is all in an amount to be shown according to proof at
27 trial, which Plaintiffs seek.

28 ~~162-211.~~ Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of

1 the State of California and Aggrieved Employees seek to recover from Defendants,
2 and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to
3 be determined at trial.

4 **EIGHTH CAUSE OF ACTION**

5 **Individual and Representative Claim for Civil Penalties Under the PAGA for**
6 **Violations of Labor Code §§ 246 and 246(l) and**
7 **Municipal Paid Sick Leave Ordinances**
8 (Against all Defendants)

9 ~~163-212.~~ Plaintiffs reallege and incorporate by reference the foregoing
10 allegations as though set forth herein.

11 ~~164-213.~~ Under Labor Code §§ 246, 246(l), and in some jurisdictions local
12 law, employers in California must provide employees with paid sick leave to be paid
13 at a specified rate of pay which must factor in additional earnings during a given pay
14 period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal.
15 App. 5th 742 (2023).

16 ~~165-214.~~ Defendants did not pay sick leave to Aggrieved Employees in
17 violation of California law.

18 ~~166-215.~~ Defendants have failed to (1) provide paid sick leave; (2) include
19 required information about paid sick leave in wage notices and/or wage statements,
20 including without limitation information on the amount of paid sick leave hours
21 accrued; (3) provide required information about paid sick leave to employees,
22 including without limitation at the time of hire; (4) at the time of hire, provide
23 employees with written notice of the employer's name, address, and telephone
24 number; (5) provide required information about paid sick leave in English, Spanish,
25 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
26 required sick leave notices; (7) maintain payroll records; and/or (8) provide wage
27 statements, and therefore Defendants have violated one or more municipal sick leave
28 ordinances, including without limitation the sick leave ordinances of Berkeley,

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1 Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa
2 Monica.

3 ~~467-216.~~ The PAGA imposes upon Defendants, and each of them, civil
4 penalties for violating Labor Code §§ 246 and 246(l).

5 ~~468-217.~~ Civil penalties under the PAGA are equitable in nature.
6 *Nationwide Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279
7 (2020).

8 ~~469-218.~~ 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 penalties for each
14 underpaid employee as set for in Labor Code § 558.

15 ~~470-219.~~ Labor Code § 2699(f) imposes upon Defendants, and each of
16 them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved
17 employee for initial violations, and two hundred dollars (\$200) per pay period, per
18 aggrieved employee for subsequent violations for all Labor Code provisions for
19 which a civil penalty is not specifically provided.

20 ~~471-220.~~ Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
21 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
22 amount to be shown according to proof.

23 ~~472-221.~~ Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs
24 seek to recover attorneys' fees, costs, equitable relief in the form of civil penalties, in
25 an amount to be shown according to proof.

26 ~~473-222.~~ Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of
27 the State of California and Aggrieved Employees seek to recover from Defendants,
28 and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to

be determined at trial.

NINTH CAUSE OF ACTION

Individual and Representative Claim for Penalties via the PAGA

Under California Labor Code §§ 2698, 2699, *et seq.* for

Violations of California 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, 226.7, 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, 432.7, 435, 450, 511, 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, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order
(Against all Defendants)

174-223. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

175-224. This claim is premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

176-225. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of

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1 its departments, divisions, commissions, boards, agencies or employees for violation
2 of the code may, as an alternative, be recovered through a civil action brought by an
3 aggrieved employee on behalf of himself or herself and other current or former
4 employees pursuant to the procedures specified in Labor Code § 2699.3.

5 477-226. Plaintiffs are informed and believe, and based thereon allege, that
6 because of the acts alleged above and Defendants' violations of the Labor Code
7 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§
8 2698 and 2699.

9 478-227. Plaintiffs are "aggrieved employees" because Plaintiffs were
10 employed by the alleged violator and had one or more of the alleged violations
11 committed against Plaintiffs, and therefore are properly suited to represent the
12 interests of other current and former Represented Employees.

13 479-228. Labor Code § 2699(f) imposes upon Defendants, and each of
14 them, civil penalties of one hundred dollars (\$100) per pay period, per aggrieved
15 employee for initial violations, and two hundred dollars (\$200) per pay period, per
16 aggrieved employee for subsequent violations for all Labor Code provisions for
17 which a civil penalty is not specifically provided.

18 480-229. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
19 them, penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6,
20 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and
21 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227,
22 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of
23 Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353,
24 and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511,
25 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922,
26 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5,
27 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections
28 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,

1 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
2 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
3 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
4 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
5 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,
6 6310, 6311, and 6399.7.

7 181-230. Labor Code § 558 establishes a civil penalty as follows: Any
8 employer or other person acting on behalf of an employer who violates, or causes to
9 be violated, a section of this chapter or any provision regulating hours and days of
10 work in any order of the Industrial Welfare Commission (including the “Hours and
11 Days of Work” section of the Wage Order) shall be subject to a civil penalty of (1) for
12 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
13 period for which the employee was underpaid in addition to an amount sufficient to
14 recover underpaid wages; (2) for each subsequent violation, one hundred dollars
15 (\$100) for each underpaid employee for each pay period for which the employee was
16 underpaid in addition to an amount sufficient to recover underpaid wages; and (3)
17 wages recovered pursuant to this section shall be paid to the affected employee.

18 231. As to ~~the named Plaintiff~~ Plaintiff PILKINGTON’s claims that
19 Defendants violated Labor Code §§ 98.6, 230-230.1, 1102.5, and 6310-6311, ~~the~~
20 ~~named Plaintiff~~ Plaintiff PILKINGTON realleges and incorporate by reference the
21 foregoing allegations as though set forth herein, to wit, that she was discriminated and
22 wrongfully terminated for reporting sexual assault in the workplace.

23 232. As to Plaintiff PILKINGTON’s claims that Defendants violated Labor
24 Code 432.5 and 432.6, Defendants allegedly required Plaintiff and Aggrieved
25 Employees to enter into invalid and unenforceable arbitration provisions as an express
26 condition of employment, requiring employees to waive their rights to “bring,
27 maintain, participate in, or receive money from any class, collective or representative
28 proceeding.”

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

~~182-234.~~

~~183-235.~~ Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. That Defendants be found liable to the Plaintiffs on behalf of the State of California and Aggrieved Employees;

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

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

4. For maximum civil penalties available to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the Labor Code and applicable Wage Order as described more particularly in this Complaint, representative PAGA

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claims including the payment of wages as set forth in Labor Code § 558;

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

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

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

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