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Superior Court of California
County of Stanislaus
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This case has been assigned to Judge Stacy Speiller,
Department 22, for all purposes including Trial.

Attorneys for Plaintiff IRIS FABIOLA WILLIAMS, an individual and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

IRIS FABIOLA WILLIAMS, an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

BRONCO WINE COMPANY, a California
corporation doing business in the State of
California; and DOES 1- 50, Inclusive,

Defendant,

Case No. CV-25-010552

**CLASS ACTION AND PAGA
COMPLAINT FOR DAMAGES AND
PENALTIES**

- (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197, 1197.1)**
- (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1198)**
- (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512)**
- (4) Failure to Provide Rest Periods (Cal. Lab. Code § 226.7)**
- (5) Failure to Pay Wages Upon Discharge of Employment/Waiting Time Penalties (Cal. Lab. Code § 201-203)**
- (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226(a) et seq.)**
- (7) Failure to Keep Requisite Payroll Records (Cal. Lab. Code § 1174(d))**
- (8) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802)**
- (9) Failure to Pay Sick Pay (Cal. Lab.**

Code § 246)

(10) Unfair Business Competition (Bus. & Prof. Code § 17200 et seq.)

(11) Private Attorneys General Act (“PAGA”) (Cal. Lab. Code § 2699 et seq.)

DEMAND FOR JURY TRIAL

Plaintiff IRIS FABIOLA WILLIAMS (“Plaintiff”), hereby submits her Class Action and PAGA Complaint against Defendant BRONCO WINE COMPANY, a California corporation, and DOES 1-50 (hereinafter collectively referred to as “Defendant”), as an individual on behalf of herself, of the Class of all other similarly situated employees, and Aggrieved Employees, and alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the violations of the California Labor Code, California Business & Professions Code (“Bus. & Prof”), and the applicable Industrial Welfare wage orders (“IWO”) that pertain to claims under the California Labor Code, Bus. & Prof. Code, and IWOs for compensatory damages, restitution, penalties, wages, premium pay, wage statements, and reimbursements to employees.

2. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Venue is proper in Stanislaus County because Plaintiff worked for Defendant in this County and Defendant maintain offices, employ individuals, and transact business in this County.

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PARTIES

4. On or about February 7, 2022, Plaintiff began working for Defendant as a non-exempt employee as a senior quality assurance technician. On or about April 17, 2025, Plaintiff's employment ended. Plaintiff was and is the victim of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code.

5. Defendant BRONCO WINE COMPANY (hereinafter "BRONCO WINE"), at all times mentioned herein, was and is, upon information and belief, a California Corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Stanislaus.

6. At all relevant times mentioned herein, Defendant was the "employer" of Plaintiff within the meaning of all applicable California laws and statutes.

7. At all times relevant times mentioned herein, Defendant BRONCO WINE and DOES 1 through 50, and each of them were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

8. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

1 **CLASS ACTION ALLEGATIONS**

2 9. Plaintiff brings this action on her own behalf and on behalf of all other members of
3 the general public similarly situated, and, thus, seeks class certification under California Code of
4 Civil Procedure section 382. Plaintiff reserves the right to establish additional subclasses if
5 appropriate.

6 10. The proposed Class is defined as follows: All current and former non-exempt
7 employees who worked for any of the Defendants within the State of California at any time during
8 the period from four years preceding the filing of this Complaint to final judgment.

9 11. In addition, Plaintiff will seek to certify the following subclasses:

- 10 a. All of Defendants' current and former non-exempt California employees who
11 worked more than 3.5 hours in a shift at any time from four years prior to the
12 filing of this complaint to the present ("REST BREAK SUB-CLASS");
- 13 b. All of Defendants' current and former non-exempt California employees who
14 worked more than 5 hours in a shift at any time from four years prior to the
15 filing of this complaint to the present ("MEAL BREAK SUB-CLASS");
- 16 c. All of Defendants' current and former non-exempt California employees who
17 worked more than 8 hours in a shift at any time from four years prior to the
18 filing of this complaint to the present ("OVERTIME SUB-CLASS");
- 19 d. All of Defendants' current and former non-exempt California employees who
20 were not paid for all business-related expenses at any time from four years prior
21 to the filing of this complaint to the present ("REIMBURSEMENT SUB-
22 CLASS");
- 23 e. All of Defendants' current and former non-exempt California employees who
24 earned any non-discretionary pay, including without limitation, shift
25 differentials and bonuses covering the same time period in which the employee
26 was paid overtime from four years prior to the filing of this complaint through
27 the present ("OVERTIME REGULAR RATE SUB-CLASS");
- 28 f. All of Defendants' current and former non-exempt California employees who

1 earned any non-discretionary pay, including without limitation, shift
2 differentials and bonuses covering the same time period in which the employee
3 was also paid sick pay wages at any time from four years prior to the filing of
4 this complaint to the present (“SICK PAY REGULAR RATE SUB-CLASS”);

5 g. All of Defendants’ current and former non-exempt California employees who
6 earned any non-discretionary pay, including without limitation, shift
7 differentials and bonuses covering the same time period in which the employee
8 was also paid meal and rest break premium wages at any time from four years
9 prior to the filing of this complaint to the present (“MEAL AND REST BREAK
10 PREMIUM REGULAR RATE SUB-CLASS”)

11 12. **Numerosity and Ascertainability:** The members of the Class are so numerous
12 that joinder of all members would be impractical, if not impossible. The identity of the members
13 of the Class is readily ascertainable by review of Defendants records, including payroll records.
14 Plaintiff alleges that Defendant: (a) failed to provide accurate, itemized wage statements in
15 violation of Labor Code § 226; (b) failed to pay overtime for all hours worked in violation of
16 Labor Code §§ 510, 558, 1194, and 1197.1; (c) failed to pay minimum wages for all hours worked
17 in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failed to provide off-duty meal
18 and rest breaks in violation of Labor Code §§ 226.7 and 512; (e) failed to pay all earned wages to
19 employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable
20 IWC Wage Orders; (f) failed to reimburse business expenses in violation of Labor Code § 2802;
21 (g) failed to pay sick pay in violation of Labor Code § 246; and (h) engaged in Unfair Business
22 Practices in violation of the UCL, the California Labor Code, including without limitation,
23 California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1, and the applicable IWC
24 Wage Orders.

25 13. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
26 necessary steps to represent fairly and adequately the interests of the class defined above.
27 Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the class and the
28 individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions

1 in the past and currently have a number of wage-and-hour class actions pending in California
2 courts.

3 14. Defendant uniformly administered a corporate policy, practice that (a) failed to
4 pay all wages for all hours worked; (b) failed to provide accurate itemized wage statements in
5 violation of Labor Code § 226; (c) failed to pay overtime and sick pay based on the correct regular
6 rate; (d) failed to provide duty-free meal and rest breaks; (e) failed to pay meal and rest break
7 premium wages based on the correct regular rate; (f) failed to pay all wages due upon separation
8 of employment; (g) failed to pay sick pay and (h) engaged in Unfair Business Practices in
9 violation of the UCL, the California Labor Code, including without limitation, California Labor
10 Code §§ 201-204, 233, 226, 226.7, 246, 510, 512, 558, 1194, 2802, and the applicable IWC Wage
11 Orders.

12 15. **Common Question of Law and Fact:** There are predominant common questions
13 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
14 concerning Defendant: (a) failing to provide accurate, itemized wage statements in violation of
15 Labor Code § 226; (b) failing to pay overtime for all hours worked in violation of Labor Code §§
16 510, 558, 1194, and 1197.1; (c) failing to pay minimum wages for all hours worked, in violation
17 of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failing to provide off-duty meal and rest
18 breaks in violation of Labor Code §§ 226.7 and 512; (e) failing to pay all earned wages to
19 employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable
20 IWC Wage Orders; (f) failing to reimburse business expenses in violation of Labor Code § 2802;
21 (g) failed to pay sick pay in violation of Labor Code § 246; and (h) engaging in Unfair Business
22 Practices in violation of the UCL, the California Labor Code, including without limitation,
23 California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1, and the applicable IWC
24 Wage Orders.

25 16. **Typicality:** Plaintiffs claims are typical of all other class members' as
26 demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class
27 members with whom she has a well-defined community of interest.

28 17. The California Labor Code and upon which Plaintiff bases these claims is broadly

remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment.

18. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff with Defendant's vastly superior financial and legal resources. Requiring each Class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

19. The prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class members against the Defendant and which would establish potentially incompatible standards of conduct for the Defendant, and/or (b) adjudications with respect to individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

20. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime, unpaid minimum wages, including interest thereon, unpaid meal and rest period premium pay,

1 paid sick pay, applicable penalties, reasonable attorneys' fees, and costs of suit according to the
2 mandate of California Labor Code §§ 201-203, 218.5, 226, 226.7, 510, 512, 1174, 1194, 1197,
3 1197.1, 1198, and 2802, the applicable IWC Wage Orders and Code of Civil Procedure § 1021.5.

4 21. Proof of a common business practice or factual pattern, which the named Plaintiff
5 experienced and is representative of, will establish the right of each of the members of the Class
6 to recovery on the causes of action alleged herein.

7 22. The Class is commonly entitled to a specific fund with respect to the compensation
8 illegally and unfairly retained by Defendant. The Class is commonly entitled to restitution of
9 those funds being improperly withheld by Defendant. This action is brought for the benefit of the
10 entire class and will result in the creation of a common fund.

11 **GENERAL ALLEGATIONS**

12 23. At all relevant times set forth herein, Defendant employed Plaintiff and other
13 persons as non-exempt employees within the State of California, County of Stanislaus.

14 24. Defendant employed Plaintiff as a non-exempt employee from approximately
15 February 7, 2022, to approximately April 17, 2025, in the State of California, County of
16 Stanislaus.

17 25. Defendant hired Plaintiff and the other class members and classified them as non-
18 exempt employees and failed to compensate them for all hours worked and missed, late, and
19 interrupted meal periods and/or rest breaks.

20 26. Defendant had the authority to hire and terminate Plaintiff and the other class
21 members, to set work rules and conditions governing Plaintiffs and the other class members'
22 employment, and to supervise their daily employment activities.

23 27. Defendant exercised sufficient authority over the terms and conditions of Plaintiffs
24 and the other class members' employment for them to be joint employers of Plaintiff and the other
25 class members.

26 28. Defendants directly hired and paid wages and benefits to Plaintiff and the other
27 class members.

28 29. Plaintiff and the other class members worked over eight (8) hours in a day, and/or

1 forty (40) hours in a week during their employment with Defendant.

2 30. Plaintiff is informed and believes, and based thereon alleges, that Defendant
3 engaged in a pattern and practice of wage abuse against their non-exempt employees within the
4 State of California. This pattern and practice involved failing to pay them for all regular and/or
5 overtime wages earned and for missed meal periods and rest breaks and sick pay wages at the
6 regular rate of pay and providing them accurate wage statements in violation of California law.

7 31. Plaintiff earned non-discretionary remuneration, including without limitation shift
8 differentials and/or bonuses stated as “Grave Holiday,” “Health Incentive,” “Grave Regular” and
9 “Grave Overtime” on her wage statements that were not included into calculation of her regular
10 rate of pay whenever premium wages were paid.

11 32. In addition, Plaintiff’s meal and rest breaks were frequently interrupted or cut
12 short. For instance, during the Plaintiff’s meal periods, her supervisor would frequently approach
13 her with questions related to wine production, including matters concerning wine that were ready
14 for shipment. Additionally, if any issue arose, Plaintiff was expected to address them
15 immediately.

16 33. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
17 or should have known that Plaintiff and the other class members were entitled to receive all wages
18 owed to them upon discharge or resignation, including overtime and minimum wages and meal
19 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the
20 time of their discharge or resignation.

21 34. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
22 or should have known that Plaintiff and the other class members were entitled to receive all wages
23 owed to them during their employment. Plaintiff and the other class members did not receive
24 payment of all wages, including overtime and minimum wages and meal and rest period
25 premiums, within any time permissible under California Labor Code section 204.

26 35. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
27 or should have known that Plaintiff and the other class members were entitled to receive complete
28 and accurate wage statements in accordance with California law, but, in fact, they did not receive

complete and accurate wage statements from Defendant. The deficiencies included, inter alia, the failure to include the total number of hours worked by Plaintiff and the other class members.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Defendants were required to keep complete and accurate payroll records for Plaintiff and the other class members in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and the other class members were entitled to reimbursement for necessary business-related expenses.

38. During the relevant time period, Defendant failed to pay overtime wages to Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class members were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

39. During the relevant time period, Defendant failed to provide all requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

40. During the relevant time period, Defendant failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

41. During the relevant time period, Defendant failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

42. During the relevant time period, Defendant failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, inter alia, California Labor Code section 204.

43. During the relevant time period, Defendant failed to provide complete or accurate wage statements to Plaintiff and the other class members.

44. During the relevant time period, Defendant failed to keep complete or accurate payroll records for Plaintiff and the other class members.

45. During the relevant time period, Defendant failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

1 46. During the relevant time period, Defendant failed to pay Plaintiff and the other class
2 members sick pay.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 **(Cal. Labor Code §§ 1194, 1197, 1197.1)**

6 **(Against all Defendants, and DOES 1 through 50)**

7 47. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
8 though fully set forth herein.

9 48. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
10 provide for the minimum wage to be paid to employees, and the payment of a lesser wage than
11 the minimum wage so fixed is unlawful.

12 49. During the relevant time period, Defendant failed to pay minimum wage to
13 Plaintiff and the other class members as required, pursuant to California Labor Code sections
14 1194, 1197, and 1197.1.

15 50. Defendants' failure to pay Plaintiff and the other class members the minimum
16 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
17 those sections Plaintiff and the other class members are entitled to recover the unpaid balance of
18 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
19 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

20 51. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
21 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
22 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
23 minimum wages.

24 52. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
25 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
26 unpaid and interest thereon.

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60. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

61. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of California Labor Code §§ 226.7, 512)

(Against All Defendants and DOES 1 through 50)

62. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs and the other class members' employment by Defendants.

63. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

64. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

65. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their

1 legally-mandated meal periods by mutual consent, were required to work for periods longer than
2 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/ or
3 rest period.

4 66. During the relevant time period, Plaintiff and the other class members who were
5 scheduled to work for a period of time in excess of six (6) hours were required to work for periods
6 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes
7 and/or rest period. During the relevant time period, Defendants intentionally and willfully
8 required Plaintiff and the other class members to work during meal periods and failed to
9 compensate Plaintiff and the other class members the full meal period premium for work
10 performed during meal periods.

11 67. During the relevant time period, Defendants failed to pay Plaintiff and the other
12 class members the full meal period premium due pursuant to California Labor Code section 226.7.

13 68. Defendants' conduct violates applicable IWC Wage Order and California Labor
14 Code sections 226.7 and 512(a). Pursuant to applicable IWC Wage Order and California Labor
15 Code section 226.7(c), Plaintiff and the other class members are entitled to recover from
16 Defendants one additional hour of pay at the employee's regular rate of compensation for each
17 work day that the meal or rest period is not provided.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS**

20 **(Violation of Cal. Lab. Code § 226.7)**

21 **(Against All Defendants and DOES 1 through 50)**

22 69. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
23 though fully set forth herein.

24 70. At all times herein set forth, the applicable IWC Wage Order and California Labor
25 Code section 226. 7 were applicable to Plaintiff's and the other class members' employment by
26 Defendants.

27 71. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any rest period mandated by an applicable

order of the California IWC.

72. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3 ½) hours.

73. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

74. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

75. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

76. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES UPON DISCHARGE OF EMPLOYMENT / WAITING TIME PENALTIES

(Violation of California Labor Code §§ 201-203)

(Against All Defendants and DOES 1 through 50)

77. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

78. At all relevant times herein set forth, California Labor Code sections 201 and 202

1 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
2 discharge are due and payable immediately, and if an employee quits his or her employment, his
3 or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
4 the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which
5 case the employee is entitled to his or her wages at the time of quitting.

6 79. During the relevant time period, Defendants intentionally and willfully failed to
7 pay Plaintiff and the other class members who are no longer employed by Defendants their wages,
8 earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employment.
9 Defendants' failure to pay Plaintiff and the other class members who are no longer employed by
10 Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving
11 Defendants' employ, is in violation of California Labor Code sections 201 and 202. California
12 Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in
13 accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty
14 from the due date thereof at the same rate until paid or until an action is commenced; but the
15 wages shall not continue for more than thirty (30) days.

16 80. Plaintiff and the other class members are entitled to recover from Defendants the
17 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant
18 to California Labor Code section 203.

19 **SIXTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

21 **(Violation of California Labor Code § 226(a))**

22 **(Against All Defendants, and DOES 1 through 50)**

23 81. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
24 though fully set forth herein.

25 82. At all material times set forth herein, California Labor Code section 226(a)
26 provides that every employer shall furnish each of his or her employees an accurate itemized
27 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
28 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a

1 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
2 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
3 of the period for which the employee is paid, (7) the name of the employee and his or her social
4 security number, (8) the name and address of the legal entity that is the employer, and (9) all
5 applicable hourly rates in effect during the pay period and the corresponding number of hours
6 worked at each hourly rate by the employee. The deductions made from payments of wages shall
7 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
8 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
9 least three years at the place of employment or at a central location within the State of California.

10 83. Defendants have intentionally and willfully failed to provide Plaintiff and the other
11 class members with complete and accurate wage statements. The deficiencies include, but are not
12 limited to: the failure to include the total number of hours worked by Plaintiff and the other class
13 members.

14 84. As a result of Defendants' violation of California Labor Code section 226(a),
15 Plaintiff and the other class members have suffered injury and damage to their statutorily
16 protected rights.

17 85. More specifically, Plaintiff and the other class members have been injured by
18 Defendants' intentional and willful violation of California Labor Code section 226(a) because
19 they were denied both their legal right to receive, and their protected interest in receiving, accurate
20 and itemized wage statements pursuant to California Labor Code section 226(a).

21 86. Plaintiff and the other class members are entitled to recover from Defendants the
22 greater of their actual damages caused by Defendants' failure to comply with California Labor
23 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

24 87. Plaintiff and the other class members are also entitled to injunctive relief to ensure
25 compliance with this section, pursuant to California Labor Code section 226(h).

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(Against all Defendants and DOES 1 through 50)

(Against All Defendants and DOES 1 through 50)

94. Pursuant to California Labor Code sections 2800 and 2802, an employer must

1 reimburse its employee for all necessary expenditures incurred by the employee in direct
2 consequence of the discharge of his or her job duties or in direct consequence of his or her
3 obedience to the directions of the employer.

4 95. Plaintiff and the other class members incurred necessary business-related
5 expenses and costs that were not fully reimbursed by Defendants.

6 96. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
7 other class members for all necessary business-related expenses and costs.

8 97. Plaintiff and the other class members are entitled to recover from Defendants their
9 business-related expenses and costs incurred during the course and scope of their employment,
10 plus interest accrued from the date on which the employee incurred the necessary expenditures at
11 the same rate as judgments in civil actions in the State of California.

12 **NINTH CAUSE OF ACTION**

13 **FAILURE TO PAY SICK PAY**

14 **(Violation of Labor Code §§ 201-203, 233 & 246)**

15 **(Against All Defendants and DOES 1 through 50)**

16 98. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
17 fully set forth herein.

18 99. Labor Code § 233 provides that an employer must permit an employee to use accrued
19 sick leave in accordance with Labor Code § 246.5 at the employee's then current rate of
20 entitlement. Labor Code § 246 provides that an employee is entitled to sick pay wages for use of
21 accrued sick leave. An employer must calculate paid sick leave by using one of two calculations:
22 (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular
23 rate of pay for the workweek in which the employee uses paid sick time, whether or not the
24 employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt
25 employees shall be calculated by dividing the employee's total wages, not including overtime
26 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
27 of employment."
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1 100. Moreover, Labor Code § 204 generally provides that wages are due and payable
2 twice during each calendar month, on days designated in advance by the employer as the regular
3 paydays. Consistent with Labor Code § 204, Labor Code § 246 also provides that an employer
4 shall provide payment for sick leave taken by an employee no later than the payday for the next
5 regular payroll period after the sick leave was taken. Labor Code § 201 provides if an employer
6 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
7 immediately. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages
8 no later than 72 hours after an employee quits his or her employment, unless the employee has
9 given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
10 employee is entitled to his or her wages at the time of quitting. Labor Code § 203 provides that if
11 an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 and 202,
12 then the wages of the employee shall continue as a penalty from the due date, and at the same rate
13 until paid, but the wages shall not continue for more than thirty (30) days.

14 101. Based on Defendants' failure to pay all sick pay to Plaintiff and Class Members,
15 and as a matter of policy and practice, Defendants failed to timely pay Plaintiff and Class
16 Members all due wages or timely pay all due wages upon separation of employment. On
17 information and belief, Defendants were advised by skilled lawyers and knew, or should have
18 known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Defendants thus
19 violated Sections 201-204 by not timely paying all due wages and not timely paying all due wages
20 upon the separation of employment.

21 102. As a pattern and practice, Defendants regularly and willfully failed to pay Plaintiff
22 and other members of the Class their correct wages and accordingly owe damages, restitution,
23 and applicable penalties, including waiting time penalties

24 103. As a policy and practice, Defendants unlawfully failed to pay sick pay at the
25 regular rate of pay. Plaintiff and Class Members routinely earned non-discretionary remuneration,
26 which increased their regular rate of pay. However, when sick pay was paid, it was paid at the
27 base rate of pay for Plaintiff and Class Members, as opposed to the correct, higher regular rate of
28 pay.

(Against All Defendants and DOES 1 through 50)

ELEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Violation of Cal. Lab. Code § 2699, et seq.)
(Against All Defendants and DOES 1 through 50)

109. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

110. Plaintiff brings this cause of action as proxies for the State of California and in this capacity, seek penalties on behalf of all Aggrieved Employees for Defendant's violations of Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, from one year prior to the filing of this complaint to the present, for (a) failing to pay minimum, regular and/or overtime for all hours worked, including without limitation, time that class members spent to check whether their scheduled shifts were modified or cancelled in violation of Labor Code §§ 510, 558, 1194, and 1197.1; (b) failing to pay minimum, regular and/or overtime wages for all hours worked, including without limitation, time that class members spent maintaining and cleaning uniforms in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (c) failing to provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to pay proper reporting time wages in violation of Labor Code §§ 201-204, 510, 558, 1174, 1194, 1198, and 1199 and the applicable Wage Order; (e) failing to reimburse business expenses in violation of Labor Code § 2802.

111. On or about August 15, 2025, Plaintiff sent written notice to the California Labor & Workforce Development Agency (the "LWDA") and Defendants via certified mail of Defendants' violations of Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198 and 2802 pursuant to the PAGA.

112. As of the date of this filing, the LWDA has not provided written notice regarding whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notices. Therefore, Plaintiff may seek any and all applicable penalties under PAGA.

113. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violation of Labor Code §§201-204, 226, 226.7, 510,

512, 558, 1174, 1194, 1197, 1197.1, 1198 and 2802 for the time periods described above, as proxies for the State of California and on behalf of other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representatives of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for all unpaid minimum and regular wages and penalties pursuant to statute as set forth in California Labor Code §§ 218.5, 1194, 1197, 1197.1 and 1194.2, and for attorney's fees and costs;
5. For compensatory damages in the amount of unpaid minimum, regular, and overtime wages for work performed by Class members from at least four (4) years prior to the filing of this action, and for attorney's fees and costs; according to proof;
6. For liquidated damages in an amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, and for attorney's fees and costs, according to proof;
7. Upon the Second Cause of Action, for all unpaid overtime wages and penalties pursuant to statute as set forth in California Labor Code § 510 and 1198, and for attorney's fees and costs;
8. Upon the Third Cause of Action, for damages and/or penalties including meal period premiums pursuant to California Labor Code § 226.7 and 512, and for attorney's fees and costs, according to proof;
9. Upon the Fourth Cause of Action, for damages and/or penalties including rest period premiums pursuant to California Labor Code § 226.7 and the applicable IWOs, and for attorney's fees and costs, according to proof;

1 10. Upon the Fifth Cause of Action for damages and/or penalties, waiting time
2 penalties pursuant to California Labor Code §§ 201, 202 and 203, according to proof;

3 11. Upon the Sixth Cause of Action, for all penalties pursuant to Labor Code § 226(a),
4 and for attorney's fees and costs;

5 12. Upon the Seventh Cause of Action, for penalties pursuant to California Labor
6 Code § 1174.5, and for attorney's fees and costs, according to proof;

7 13. Upon the Eighth Cause of Action, for damages and/or penalties, and for attorney's
8 fees and costs, according to proof;

9 14. Upon the Ninth Cause of Action, for all penalties pursuant to Labor Code § 246,
10 and for attorney's fees and costs, according to proof;

11 15. Upon the Tenth Cause of Action, for restitution to Plaintiff and other similarly
12 affected members of the general public of all funds unlawfully acquired by Defendants by any
13 acts or practices declared by this Court to be in violation of Business and Professions Code §
14 17200, *et seq.*, for the time periods described above and for attorney's fees and costs, according
15 to proof;

16 16. Upon the Eleventh Cause of Action, for civil penalties, costs and attorneys' fees
17 pursuant to Labor Code §§ 226.3 and the California Private Attorney's General Act, Labor Code
18 2699, *et seq.*;

19 17. For restitution and/or damages for all amounts unlawfully withheld from the wages
20 from all class members in violation of California Labor Code § 204, according to proof;

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1 18. On all causes of action, for attorneys' fees and costs as provided by California
2 Labor Code §§ 218.5, 226, 510, 558, 1194, 1197.1, and Code of Civil Procedure § 1021.5;

3 19. For other wages and penalties under California Labor Code, according to proof;

4 20. For all general, special, consequential, and incidental damages, according to proof;

5 21. For prejudgment interests;

6 22. For such other and further relief as the Court may deem just and proper.
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9 Dated: October 27, 2025

WORK LAWYERS PC

10 By: May T. To
11 Justin Lo, Esq.
12 May T. To, Esq.
13 Attorneys for Plaintiff, class members and
14 aggrieved employees
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