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Attorneys for Plaintiff TIFFANY WALKER,  
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

TIFFANY WALKER, on behalf of herself  
and others similarly situated,

Plaintiff,

vs.

COMPASS GROUP USA, INC., a Delaware  
corporation; EUREST SERVICES, INC., a  
Delaware corporation; EUREST, an entity of  
unknown form; and DOES 1 through 50,  
inclusive

Defendants.

Case No. 25STCV24129

CLASS ACTION

Assigned for All Purposes To:  
Hon. Carolyn B. Kuhl  
Dept.: 12

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Penalties Pursuant to Labor Code § 203;
9. Violation of Business & Professions Code § 17200 *et seq.*; and
10. Penalties Pursuant to Labor Code § 2699, *et seq.*

**DEMAND FOR JURY TRIAL**

1 Plaintiff TIFFANY WALKER, (hereinafter “Plaintiff”) on behalf of herself and all others  
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of  
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all similarly situated current and  
6 former employees within the State of California who, at any time four (4) years prior to the filing  
7 of this lawsuit, are or were employed as non-exempt hourly employees by Defendants COMPASS  
8 GROUP USA, INC., a Delaware corporation; EUREST SERVICES, INC., a Delaware  
9 corporation; EUREST, an entity of unknown form; and DOES 1 through 50 (all defendants being  
10 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of  
11 them, violated various provisions of the California Labor Code, relevant orders of the Industrial  
12 Welfare Commission (IWC), and California Business & Professions Code, and seeks redress.

13 2. Plaintiff is a resident of California and during the time period relevant to this  
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of  
15 California at Defendants’ facilities and offices in Los Angeles, California. Plaintiff and the other  
16 Class members worked for Defendants in Los Angeles County and throughout California, and  
17 consistently worked at Defendants’ behest without being paid all wages due. More specifically,  
18 Plaintiff and the other similarly situated Class members were employed by Defendants and  
19 worked at Defendants’ offices and other facilities where the conduct giving rise to the allegations  
20 in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by  
21 Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the sa

22 3. me policies and practices, and (3) endured similar violations at the hands of  
23 Defendants as the other Employee Class members who served in similar and related positions.

24 4. Defendants required Plaintiff and the Employees in the Class to work off the clock.  
25 Defendants thus failed to pay Plaintiff and the Class members for all hours worked, provided meal  
26 and rest breaks untimely due to pre-shift off-the-clock work, and provided them with inaccurate  
27 wage statements that prevented Plaintiff and the Class from learning of these unlawful pay  
28 practices.

1 **THE PARTIES**

2 **A. The Plaintiff**

3 5. Plaintiff TIFFANY WALKER has resided in California and during the time period  
4 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within  
5 the State of California at Defendants' facilities and offices in California.

6 **B. The Defendants**

7 6. Defendant COMPASS GROUP USA, INC. is a Delaware corporation, and has  
8 been listed on Plaintiff's W2. COMPASS GROUP USA, INC. does not list a California address  
9 with the California Secretary of State; however, upon information and belief employs Plaintiff and  
10 the Class members in Los Angeles County, including at Defendants' offices and facilities in Los  
11 Angeles, California, and throughout California and conducts business throughout California.

12 7. Defendant EUREST SERVICES, INC. is a Delaware corporation, and has been  
13 listed on the handbook issued to Plaintiff. EUREST SERVICES, INC. does not list a California  
14 address with the California Secretary of State; however, upon information and belief employs  
15 Plaintiff and Class members in Los Angeles County, including at Defendant EUREST  
16 SERVICES, INC.'S offices, and throughout California and conducts business throughout  
17 California.

18 8. Defendant EUREST is an entity of unknown form and has been listed as the  
19 employer on Plaintiff's offer letter. EUREST does not list a California address with the California  
20 Secretary of State; however, upon information and belief employs Plaintiff and Class members in  
21 Los Angeles County, including at Defendant EUREST'S offices, and throughout California and  
22 conducts business throughout California.

23 9. The true names and capacities, whether individual, corporate, associate, or  
24 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently  
25 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of  
26 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants  
27 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in  
28 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend

1 this Complaint to reflect the true names and capacities of the Defendants designated herein as  
2 Does 1 through 50 when their identities become known.

3 10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in  
4 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried  
5 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of  
6 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in  
7 all respects as the employers or joint employers of Employees. Defendants, and each of them,  
8 exercised control over the wages, hours or working conditions of Employees, or suffered or  
9 permitted Employees to work, or engaged, thereby creating a common law employment  
10 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly  
11 employed Employees.

#### 12 JURISDICTION AND VENUE

13 11. This Court has jurisdiction over this Action pursuant to California Code of Civil  
14 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought  
15 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California  
16 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district  
17 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the  
18 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles  
19 County and Defendants maintain and operate company offices and facilities in Los Angeles  
20 County, and employ Plaintiff and other Class members in Los Angeles County and throughout  
21 California.

#### 22 FACTUAL BACKGROUND

23 12. The Employees who comprise the Class, including Plaintiff, are nonexempt  
24 employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who  
25 work in non-exempt positions at the direction of Defendants in the State of California. Plaintiff  
26 and the Class members were either not paid by Defendants for all hours worked or were not paid  
27 at the appropriate overtime rates. Specifically, Plaintiff and the Employees were forced to work  
28 off-the-clock by taking a shuttle from the employee parking lot to the terminal, going through

1 security, and waiting in line to clock in for their shifts. Employees also performed post-shift work  
2 by having to take the shuttle from the terminal to the employee parking lot. Plaintiff and  
3 Employees also worked off-the-clock by completing required trainings.

4 13. During the course of Plaintiff and the Class members' employment with  
5 Defendants, they were not paid all wages they were owed, including for all work performed and  
6 for all overtime hours worked.

7 14. As a matter of uniform and unlawful Company policy, Plaintiff and the Class  
8 members were required to work off the clock by: (1) taking a shuttle from the employee parking  
9 lot to the terminal; (2) going through security pre-shift; (3) waiting in line to clock in for their  
10 shifts; (4) taking the shuttle from the terminal to the employee parking lot post-shift; and (5)  
11 completing required trainings, and they were again not compensated for this off the clock work,  
12 in violation of the California Labor Code. As a result Plaintiff and the Class members worked  
13 shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not  
14 paid at the appropriate overtime rate for all such hours, including by being required to perform  
15 work duties and tasks without pay and while off-the-clock which caused overtime to begin  
16 accruing before it did in Defendants' timekeeping and payroll systems. As a result, Plaintiff and  
17 the Class members worked substantial overtime hours during their employment with Defendants  
18 for which they were not compensated, in violation of the California Labor Code and applicable  
19 IWC Wage Orders.

20 15. As a result of the above described off the clock work, and the other wage violations  
21 they endured at Defendants' hands, Plaintiff and the Class members were not properly paid for all  
22 wages earned and for all wages owed to them by Defendants, including when working more than  
23 eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result  
24 of Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime  
25 hours worked for which they were not adequately and completely compensated, in addition to the  
26 hours they were required to work off the clock. To the extent applicable, Defendants also failed to  
27 pay Plaintiff and the Class members at an overtime rate of 1.5 times the regular rate for the first  
28 eight hours of the seventh consecutive work day in a week and overtime payments at the rate of 2

1 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as  
2 required under the Labor Code, applicable IWC Wage Orders.

3 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and  
4 continuing to the present, Defendants had a consistent policy or practice of failing to pay  
5 Employees for all hours worked and failing to pay minimum wage for all time worked as required  
6 by California Law.

7 17. Additionally from at least four (4) years prior to the filing of this lawsuit and  
8 continuing to the present, Defendants had a consistent policy or practice of failing to pay  
9 Employees overtime compensation at premium overtime rates for all hours worked in excess of  
10 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in  
11 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding  
12 sections of IWC Wage Orders.

13 18. Additionally, from at least four (4) years prior to the filing of this lawsuit and  
14 continuing to the present, Defendants have regularly required Employees to work shifts in excess  
15 of five (5) hours without providing them with timely, off-duty meal periods of not less than thirty  
16 (30) minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of wages at each  
17 Employee’s effective regular rate of pay, for each meal period that Defendants deficiently  
18 provided.

19 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the  
20 present, Defendants have consistently failed to provide Employees with timely, off-duty rest  
21 breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive  
22 hours; nor did Defendant pay Employees premium pay for each day on which requisite rest breaks  
23 were deficiently provided at one hour of wages at each Employee’s effective regular rate of pay.

24 20. Additionally, from at least three (3) years prior to the filing of this lawsuit, and  
25 continuing to the present, Defendants have consistently failed to keep accurate time and wage  
26 records as required by California wage-and-hour laws.

27 21. From at least four (4) years prior to the filing of the lawsuit and continuing to the  
28 present, Defendants have consistently failed to provide Employees with timely, accurate, and

1 itemized wage statements, in writing, as required by California wage and hour laws.

2 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the  
3 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the  
4 performance of their job duties for Defendants including, but not limited to, tools such as wine  
5 keys and wine label cutters, which were necessary to perform their duties under Defendants'  
6 employ and which were used throughout the course of Employees' duties under Defendants'  
7 employ in violation of Labor Code § 2802.

8 23. From at least four (4) years prior to filing this lawsuit and continuing to the present,  
9 Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at  
10 the time of their termination of within seventy-two (72) hours of their resignation, as required by  
11 California wage-and-hour laws.

12 24. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor  
13 Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2,  
14 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, and applicable provisions of the IWC Wage  
15 Orders.

16 25. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,  
17 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have  
18 enjoyed from their violations of Labor Code.

### 19 **CLASS ALLEGATIONS**

20 26. Plaintiff brings this class action on behalf of herself and all others similarly situated  
21 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:  
22 "All individuals employed by Defendants, at any time within four (4) years of the filing of this  
23 lawsuit, as non-exempt, hourly employees within the State of California.

24 27. Further, plaintiff seeks to represent the following Subclasses composed of and  
25 defined as follows:

26 a. Subclass 1. Minimum Wages Subclass. All Class members who were not  
27 compensated for all hours worked for Defendants at the applicable minimum wage.

28 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not

1 compensated for all hours worked for Defendants at the required rates of pay, including for all  
2 hours worked in excess of eight in a day and/or forty in a week.

3 c. Subclass 3. Meal Period Subclass. All Class members who were subject to  
4 Defendants' policy and/or practice of failing to provide timely, off-duty 30-minute meal periods or  
5 one hour of pay at the Employee's regular rate of pay in lieu thereof.

6 d. Subclass 4. Rest Break Subclass. All Class members who were subject to  
7 Defendants' policy and/or practice of failing to authorize and permit Employees to take timely,  
8 off-duty 10-minute rest periods for every four hours worked, or major fraction thereof, and failing  
9 to pay on hour of pay at the Employee's regular rate of pay in lieu thereof.

10 e. Subclass 5. Wage Statement Subclass. All Class members who, within the  
11 applicable limitations period, were not provided with accurate itemized wage statements.

12 f. Subclass 6. Payroll Records Subclass. All Class members who were subject to  
13 Defendants' policy and/or practice of failing to keep accurate time and wage records as required  
14 by California wage-and-hour laws.

15 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.  
16 All Class members who were subject to Defendants failing to reimburse for expenses necessarily  
17 incurred in the performance of Employees job duties for Defendants which were necessary to  
18 perform their duties under Defendants' employ.

19 h. Subclass 8. Termination Pay Subclass. All Class members who, within the  
20 applicable limitations period, either voluntarily or involuntarily separated from their employment  
21 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon  
22 termination.

23 i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a  
24 result of Defendants' business acts and practices, to the extent such acts and practices are found to  
25 be unlawful, deceptive, and/or unfair.

26 28. Plaintiff reserves the right under California Rule of Court 3.765 to amend or  
27 modify the class description with greater particularity or further division into subclasses or  
28 limitation to particular issues.

29. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

**A. Numerosity**

30. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believes that, during the time period relevant to this lawsuit, Defendants employed more than 100 individuals within the State of California.

31. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

**B. Commonality**

32. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a);
- g. Whether Defendants failed to keep accurate time and wage records;
- h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay

wages and compensation due and owing at the time of termination of employment;

i. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;

j. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

k. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

**C. Typicality**

33. The claims of the named plaintiff are typical of those of the other Employees.

Employees all sustained injuries and damages arising out of and caused by Defendant's common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

**D. Adequacy of Representation**

34. Plaintiff will fairly and adequately represent and protect the interest of Employees.

Counsel who represents Employees are experienced and competent in litigating employment class actions.

**E. Superiority of Class Action**

35. A class action is superior to other available means for the fair and efficient

adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

36. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

**FIRST CAUSE OF ACTION**

**FAILURE TO PAY MINIMUM WAGES**

**(Against All Defendants)**

37. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

1           38. Defendants failed to pay Employees minimum wages for all hours worked.  
2 Defendants had a consistent policy of misstating Employees time records and failing to pay  
3 Employees for all hours worked. Employees would work hours and not receive wages, including  
4 as alleged above in connection with working off the clock by: (1) taking a shuttle from the  
5 employee parking lot to the terminal; (2) going through security pre-shift; (3) waiting in line to  
6 clock in for their shifts; (4) taking the shuttle from the terminal to the employee parking lot post-  
7 shift; and (5) completing required trainings. Defendants thus regularly failed to pay minimum  
8 wages to Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and  
9 Employees at the applicable minimum wage for all hours worked Defendants' uniform pattern of  
10 unlawful wage and hour practices manifested, without limitation, applicable to the Class as a  
11 whole, as a result of implementing a uniform policy and practice that denied accurate  
12 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

13           39. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"  
14 states:

15                   The minimum wage for employees fixed by the commission is the  
16                   minimum wage to be paid to employees, and the payment of a less  
                    wage than the minimum so fixed is unlawful.

17           40. The applicable minimum wages fixed by the commission for work during the  
18 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are  
19 therefore entitled to double the minimum wage during the relevant period.

20           41. The minimum wage provisions of California Labor Code are enforceable by private  
21 civil action pursuant to California Labor Code § 1194(a) which states:

22                   Notwithstanding any agreement to work for a lesser wage, any  
23                   employee receiving less than the legal minimum wage or the legal  
24                   overtime compensation applicable to the employee is entitled to  
25                   recover in a civil action the unpaid balance of the full amount of  
                    this minimum wage or overtime compensation, including interest  
                    thereon, reasonable attorney's fees and costs of suit.

26           42. As described in California Labor Code §§ 1185 and 1194.2, any action for wages  
27 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

28           43. California Labor Code § 1194.2 also provides for the following remedies:

1 In any action under Section 1194 . . . to recover wages because of  
2 the payment of a wage less than the minimum wages fixed by an  
3 order of the commission, an employee shall be entitled to recover  
liquidated damages in an amount equal to the wages unlawfully  
unpaid and interest thereon.

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

7 45. Wherefore, Employees are entitled to recover the unpaid minimum wages  
8 (including double minimum wages), liquidated damages in an amount equal to the minimum  
9 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant  
10 to California Labor Code § 1194(a).

11 **SECOND CAUSE OF ACTION**

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

13 **(Against All Defendants)**

14 46. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
15 full herein.

16 47. By their conduct, as set forth herein, Defendants violated California Labor Code §  
17 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:  
18 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a  
19 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked  
20 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours  
21 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight  
22 (8) hours on any seventh day of work in a workweek.

23 48. Defendants had a consistent policy of not paying Employees wages for all hours  
24 worked including time Employees were consistently required to work off-the-clock in excess of  
25 their eight-hour shift by (1) taking a shuttle from the employee parking lot to the terminal; (2)  
26 going through security pre-shift; (3) waiting in line to clock in for their shifts; (4) taking the  
27 shuttle from the terminal to the employee parking lot post-shift; and (5) completing required  
28 trainings. Therefore, Employees were often not properly compensated, nor were they paid

overtime rates for all hours worked in excess of eight hours in a given day, and/or forty hours in a given week.

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

50. Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

51. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

### **THIRD CAUSE OF ACTION**

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

##### **(Against All Defendants)**

52. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

53. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

54. Defendants failed to provide Employees with timely, off-duty meal periods as required under the Labor Code. Employees consistently worked during their meal periods. Additionally, Employees were required to take meal periods after working well beyond the five (5) hour shifts due to the pre-shift off-the-clock work described above. Lastly, on shifts greater

1 than ten (10) hours a second meal period was not provided.

2 55. Moreover, Defendants failed to compensate Employees for each meal period  
3 inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the  
4 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a  
5 meal period in accordance with this section, the employer shall pay the employee one hour of pay  
6 at the employee's regular rate of compensation for each workday that the meal period is not  
7 provided. Defendants failed to compensate the Employees in the Class for each meal period not  
8 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and  
9 20 of the applicable IWC Wage Order.

10 56. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in  
11 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal  
12 period deficiently provided, a sum to be proven at trial.

13 **FOURTH CAUSE OF ACTION**  
14 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**  
15 **(Against All Defendants)**

16 57. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
17 full herein.

18 58. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the  
19 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of  
20 not less than ten (10) minutes for each consecutive four (4) hour shift.

21 59. Defendants failed to provide Employees with timely, off-duty rest breaks of not  
22 less than ten (10) minutes for each consecutive four (4) hour shift. In addition, Defendants had a  
23 policy that Employees were not permitted to leave the premises during rest breaks without  
24 approval.

25 60. Moreover, Defendants failed to compensate Employees for each rest period  
26 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage  
27 Orders, which provide that, if an employer fails to provide an employee a rest period in  
28 accordance with this section, the employer shall pay the employee one hour of pay at the

1 employee's regular rate of compensation for each workday that the rest period is not provided.  
2 Defendants failed to compensate the Employees in the Class for each rest period not provided or  
3 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage  
4 Order.

5 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in  
6 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day  
7 worked without the required rest breaks, a sum to be proven at trial.

8 **FIFTH CAUSE OF ACTION**  
9 **VIOLATION OF LABOR CODE § 226(a)**  
10 **(Against All Defendants)**

11 62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
12 full herein.

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

20 64. Defendants failed to provide Employees with accurate itemized wage statements in  
21 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by  
22 Defendants failed to accurately account for wages and overtime, and reflected incorrect hours  
23 worked due to the failure to compensate off-the-clock work all of which Defendants knew or  
24 reasonably should have known were owed to Employees, as alleged hereinabove.

25 65. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),  
26 Employees suffered injuries, including among other things confusion over whether they received  
27 all wages owed them, the difficulty and expense involved in reconstructing pay records, and  
28 forcing them to make mathematical computations to analyze whether the wages paid in fact

1 compensated them correctly for all hours worked.

2         66. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover  
3 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation  
4 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not  
5 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an  
6 award of costs and reasonable attorneys' fees.

7                                   **SIXTH CAUSE OF ACTION**

8         **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**  
9                                   **AND 1174.5**

10                                  **(Against All Defendants)**

11         67. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in  
12 full herein.

13         68. California Labor Code § 1174 requires that all employers shall keep accurate time  
14 and wage records for all employees. California Labor Code § 1174.5 further requires that any  
15 employee suffering injury due to a willful violation of the aforementioned obligations may seek  
16 damages, including civil penalties, from the employer.

17         69. During the course of Plaintiff's and Employees' employment, Defendants  
18 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as  
19 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages  
20 and overtime as discussed above.

21         70. Accordingly, Defendants are liable for civil penalties pursuant to the California  
22 Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

23                                   **SEVENTH CAUSE OF ACTION**

24         **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**  
25                                   **IN VIOLATION OF LABOR CODE § 2802**

26                                  **(Against All Defendants)**

27         71. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in  
28 full herein.

72. Under Labor Code § 2802(a) an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

73. Employees incurred necessary expenditures in the performance of their job duties for Defendants, namely the cost of tools and equipment, including wine keys and wine label cutters, which were necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

74. As a result of the unlawful acts of Defendants, Employees have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

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

75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

76. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

77. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

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

79. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

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1 **NINTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
5 full herein.

6 81. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim  
7 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in  
8 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the  
9 general public. Plaintiff seeks to enforce important rights affecting the public interest within the  
10 meaning of Code of Civil Procedure § 1021.5.

11 82. Plaintiff is a “person” within the meaning of Business & Professions Code  
12 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive  
13 relief, restitution, and other appropriate equitable relief.

14 83. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair  
15 business practices.

16 84. Wage-and-hour laws express fundamental public policies. Paying employees their  
17 wages and overtime are fundamental public policies of California. Labor Code § 90.5(a)  
18 articulates the public policies of this State vigorously to enforce minimum labor standards, to  
19 ensure that employees are not required or permitted to work under substandard and unlawful  
20 conditions, and to protect law-abiding employers and their employees from competitors who lower  
21 costs to themselves by failing to comply with minimum labor standards.

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

28 86. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in

1 violation of the Business & Professions Code § 17200 *et seq.*

2 87. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and  
3 overtime, failing to provide meal periods, etc., either knew or in the exercise of reasonable care  
4 should have known that their conduct was unlawful; therefore their conduct violates the Business  
5 & Professions Code § 17200 *et seq.*

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

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

15 **TENTH CAUSE OF ACTION**

16 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

17 **(Against All Defendants)**

18 90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
19 full herein.

20 91. Plaintiff and Employees are aggrieved employees as defined under Labor Code §  
21 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the  
22 alleged violators, Defendants.

23 92. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'  
24 violation of all Labor Code provisions under Labor Code § 2699.5 and includes the penalty  
25 provisions, without limitation, based on the following California Labor Code sections: 201, 202,  
26 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1198, 1199,  
27 2698, 2699, *et seq.*, and 2802.

28 93. The penalties shall be allocated as follows: 65% to the Labor and Workforce

1 Development Agency (LWDA) and 35% to the affected employees.

2 94. Employees also seek any and all penalties and remedies set forth in Labor Code §  
3 558, which states:

4 (a) Any employer or other person acting on behalf of an employer who  
5 violates, or causes to be violated, a section of this chapter or any provision  
6 regulating hours and days of work in any order of the Industrial Welfare  
7 Commission shall be subject to a civil penalty as follows: (1) For any initial  
8 violation, fifty dollars (\$50) for each underpaid employee for each pay period for  
9 which the employee was underpaid in addition to an amount sufficient to recover  
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for  
each underpaid employee for each pay period for which the employee was  
underpaid in addition to an amount sufficient to recover underpaid wages. (3)  
Wages recovered pursuant to this section shall be paid to the affected employee.

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

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

17 95. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of  
18 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)  
19 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee  
20 for each violation in a subsequent citation, for which the employer fails to provide the employee a  
21 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the  
22 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

23 96. Plaintiff has exhausted her administrative remedy by sending a certified letter to the  
24 LWDA and Defendants postmarked on August 15, 2025. The LWDA has not provided notice of  
25 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the  
26 letter.

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**RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
10. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
11. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
12. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;
13. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or

1 duties adumbrated in this Complaint;

2 14. For all general, special, and incidental damages as may be proven;

3 15. For an award of pre-judgment and post-judgment interest;

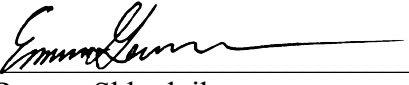
4 16. For an award providing for the payment of the costs of this suit;

5 17. For an award of attorneys' fees; and

6 18. For such other and further relief as this Court may deem proper and just.

7  
8 DATED: October 20, 2025

D.LAW, INC.

9  
10 By   
11 Roman Shkodnik  
12 Emma Geesaman  
13 Attorneys for Plaintiff  
14 TIFFANY WALKER  
15 and the putative class  
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DATED: October 20, 2025

By   
Roman Shkodnik  
Emma Geesaman  
Attorneys for Plaintiff  
TIFFANY WALKER  
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Brittany Burnett, Paralegal  
2400 Yorkmont Rd.  
Charlotte, NC 28217  
Agent for *Eurest*

**[X] (BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

**[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION)** by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

Executed on October 20, 2025, at Glendale, California.

  
Kathryn Perez