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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SUSAN VARGAS, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE PEOPLE CONCERN, a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: **25STCV33573**

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
- 9) CIVIL PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ., FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 204, 210, 218.6, 221, 226, 226.3,

226(A), 226(A)(8), 226.3, 226.7, 227.3, 233,
246, 510, 512, 558, 1174, 1174.5,
1175, 1194, 1194.2, 1197, 1197.1, 1198,
2802, AND THE CALIFORNIA CODE OF
REGULATIONS
10) RETALIATION
10) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
DEMAND FOR A JURY TRIAL

PLAINTIFF SUSAN VARGAS (“PLAINTIFF”), an individual, on behalf of herself and all other similarly situated current and former employees, alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant THE PEOPLE CONCERN (“Defendant”) is a California Corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANTS provides services such as outreach, housing, health and mental health care and support of low-income communities in California, including in the county of Los Angeles, where PLAINTIFF worked.

3. PLAINTIFF was employed by DEFENDANTS in California from December 19, 2023 to March 11, 2025 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFF brings this Class Action on behalf of herself and a California class, defined as all persons who are or previously were employed by Defendant in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

1 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
3 the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to
4 lawfully compensate these employees. DEFENDANTS' uniform policy and practice alleged
5 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained
6 and continue to retain wages due PLAINTIFF and the other members of the CALIFORNIA
7 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
8 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and
9 the other members of the CALIFORNIA CLASS who have been economically injured by
10 DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable
11 relief.

12 6. The true names and capacities, whether individual, corporate, subsidiary,
13 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
14 presently unknown to PLAINTIFFS who therefore sues these DEFENDANTS by such fictitious
15 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
16 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
17 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief
18 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
19 inclusive, are responsible in some manner for one or more of the events and happenings that
20 proximately caused the injuries and damages hereinafter alleged.

21 7. The agents, servants and/or employees of the Defendants and each of them acting
22 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
23 agent, servant and/or employee of the Defendants, and personally participated in the conduct
24 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
25 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
26 Defendants are jointly and severally liable to PLAINTIFF and the other members of the
27 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
28 Defendants' agents, servants and/or employees.

1 8. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
2 PLAINTIFF's employer, within the meaning of California Labor Code § 558, who violated or
3 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
4 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
5 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
6 at all relevant times.

7 9. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
8 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
9 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
10 employee a wage less than the minimum fixed by California state law, and as such, are subject to
11 civil penalties for each underpaid employee.

12 10. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
13 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
14 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

15 11. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
16 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and
17 other members of the CALIFORNIA CLASS who has been economically injured by
18 DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable
19 relief.

20 **JURISDICTION AND VENUE**

21 12. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
23 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
24 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

25 13. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
27 the CALIFORNIA CLASS across California, including in this County, and committed the
28 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

THE CONDUCT

14. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay PLAINTIFF and other CALIFORNIA CLASS Members redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFF and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS’ uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

A. Meal Period Violations

15. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the CLASS PERIOD, including within the past year, DEFENDANTS required PLAINTIFF and

CALIFORNIA CLASS Members to work without paying them for all the time they were under DEFENDANTS' control. Specifically, DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business records.

16. From time to time during the CLASS PERIOD, including within the past year, as a result of their rigorous work schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which these employees are required by DEFENDANTS to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time, including within the past year, required to remain on duty and on call. DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks is evidenced by DEFENDANTS' business records. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

B. Rest Period Violations

1 17. From time to time during the CLASS PERIOD, including within the past year,
2 PLAINTIFF and other CALIFORNIA CLASS Members were also required to work in excess of
3 four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous
4 work requirements and DEFENDANTS' inadequate staffing. Further, for the same reasons, these
5 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked
6 of at least two (2) to four (4) hours from time to time (including during the past year), a first and
7 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight
8 (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes
9 for some shifts worked of ten (10) hours or more from time to time. When they were provided
10 with rest breaks, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time,
11 (including within the past year) required to remain on premises, on duty and/or on call.
12 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
13 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS'
14 inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to
15 time (including within the past year) denied their proper rest periods by DEFENDANTS and
16 DEFENDANTS' managers.

17 **C. Unreimbursed Business Expenses**

18 18. DEFENDANTS as a matter of corporate policy, practice, and procedure,
19 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
20 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
21 PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence of discharging
22 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers
23 are required to indemnify employees for all expenses incurred in the course and scope of their
24 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or
25 her employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
27 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
28 believed them to be unlawful."

1 19. In the course of their employment, DEFENDANTS required PLAINTIFF and
2 other CALIFORNIA CLASS Members to incur personal expenses for the use of her personal
3 computer and home internet, as well as her personal cell phone, as a result of and in furtherance
4 of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were
5 required to incur personal expenses for the use of her personal computer and home internet, as
6 well as her personal cell phone in order to perform work related tasks. However, DEFENDANTS
7 unlawfully failed to reimburse PLAINTIFF and other CALIFORNIA CLASS Members for the
8 personal expenses incurred for the use of her personal computer and home internet, as well as
9 her personal cell phone. As a result, in the course of their employment with DEFENDANTS, the
10 PLAINTIFF and other CALIFORNIA CLASS Members incurred unreimbursed business
11 expenses that included, but were not limited to, costs related to the personal expenses incurred
12 for the use of her personal computer and home internet, as well as her personal cell phone, all on
13 behalf of and for the benefit of DEFENDANTS.

14 **D. Wage Statement Violations**

15 20. California Labor Code Section 226 required an employer to furnish its employees
16 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
17 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
18 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and only the last four digits of the employee's social security number or an
20 employee identification number other than a social security number, (8) the name and address of
21 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate by the employee.

23 21. From time to time during the CLASS PERIOD, including within the past year,
24 when PLAINTIFF and other CALIFORNIA CLASS Members missed meal and rest breaks, or
25 were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours
26 worked, DEFENDANTS also failed to provide PLAINTIFF and other CALIFORNIA CLASS
27 Members with complete and accurate wage statements which failed to show, among other things,
28 all deductions, the total hours worked and all applicable hourly rates in effect during the pay

1 period and the corresponding amount of time worked at each hourly rate, correct rates of pay for
2 penalty payments or missed meal and rest periods.

3 22. Further, DEFENDANTS from time to time, including within the past year, failed
4 to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that
5 accurately provided the name and address of the legal entity that is the employer, in violation of
6 Cal. Lab. Code § 226(a)(8).

7 23. In addition to the foregoing, DEFENDANTS, from time to time, including within
8 the past year, failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage
9 statements that comply with Cal. Lab. Code § 226.

10 24. In addition to the foregoing, DEFENDANTS, failed to correctly classify
11 PLAINTIFF as a non-exempt employee and instead paid her as though she were exempt.

12 25. As a result, DEFENDANTS issued PLAINTIFF and other members of the
13 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
14 DEFENDANTS' violations are knowing and intentional, were not isolated due to an unintentional
15 payroll error due to clerical or inadvertent mistake.

16 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

17 26. During the CLASS PERIOD, from time-to-time (including during the last year),
18 DEFENDANTS failed and continue to fail to accurately pay PLAINTIFF and other members of
19 the CALIFORNIA CLASS for all hours worked.

20 27. During the CLASS PERIOD, from time-to-time DEFENDANTS required
21 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
22 work, including but not limited to, undergoing pre-shift Covid-19 health screenings such as
23 temperature checks. This resulted in PLAINTIFF and other members of the CALIFORNIA
24 CLASS having to work while off-the-clock.

25 28. In addition to the foregoing, DEFENDANTS, failed to correctly classify
26 PLAINTIFF as a non-exempt employee and instead paid her as though she were exempt. Because
27 PLAINTIFF was misclassified she worked off the clock on a daily basis.
28

1 29. DEFENDANTS directed and directly benefited from the undercompensated off-
2 the-clock work performed by PLAINTIFF and the other CALIFORNIA CLASS Members.

3 30. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
4 assignments, and employment conditions of PLAINTIFF and the other members of the
5 CALIFORNIA CLASS.

6 31. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
7 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
8 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
9 wages earned and owed for all the work they performed.

10 32. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
11 exempt employees, subject to the requirements of the California Labor Code.

12 33. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
13 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
14 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
15 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
16 eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime
17 pay.

18 34. DEFENDANTS knew or should have known that PLAINTIFF and the other
19 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

20 35. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
21 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and
22 benefit for the time spent working while off-the-clock, including but not limited to, undergoing
23 pre-shift Covid-19 health screenings such as temperature checks. DEFENDANTS' uniform
24 policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages
25 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
26 records.

27 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
28 **and Redeemed Sick Pay**

1 36. From time to time during the CLASS PERIOD, including within the past year,
2 DEFENDANTS failed and continue to fail to accurately calculate and pay PLAINTIFF and the
3 other CALIFORNIA CLASS Members for their overtime and double time hours worked, meal
4 and rest period premiums, and redeemed sick pay. As a result, PLAINTIFF and the other
5 CALIFORNIA CLASS Members forfeited wages due to them for working overtime without
6 compensation at the correct overtime and double time rates, meal and rest period premiums, and
7 redeemed sick pay rates. DEFENDANTS' uniform policy and practice not to pay the
8 CALIFORNIA CLASS Members at the correct rate for all overtime and double time worked,
9 meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by
10 DEFENDANTS' business records.

11 37. State law provides that employees must be paid overtime at one-and-one-half times
12 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members were
13 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
14 employee's performance.

15 38. The second component of PLAINTIFF's and other CALIFORNIA CLASS
16 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
17 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
18 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
19 paid on an hourly basis with bonus compensation when the employees met the various
20 performance goals set by DEFENDANTS.

21 39. However, from time to time, including within the past year, when calculating the
22 regular rate of pay in those pay periods where PLAINTIFF and other CALIFORNIA CLASS
23 Members worked overtime, double time, paid meal and rest period premium payments, and/or
24 redeemed sick pay, and earned non-discretionary bonuses, DEFENDANTS failed to accurately
25 include the non-discretionary bonus compensation as part of the employee's "regular rate of pay"
26 and/or calculated all hours worked rather than just all non-overtime hours worked. Management
27 and supervisors described the incentive/bonus program to potential and new employees as part of
28 the compensation package. As a matter of law, the incentive compensation received by

1 PLAINTIFF and other CALIFORNIA CLASS Members must be included in the “regular rate of
2 pay.” The failure to do so has resulted in a systematic underpayment of overtime and double time
3 compensation, meal and rest period premium payments, and redeemed sick pay to PLAINTIFF
4 and other CALIFORNIA CLASS Members by DEFENDANTS. Specifically, California Labor
5 Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in
6 the same manner as the regular rate of pay for the workweek in which the non-exempt employee
7 uses paid sick time, whether or not the employee actually works overtime in that workweek.
8 DEFENDANTS’ conduct, as articulated herein, by failing to include the incentive compensation
9 as part of the “regular rate of pay” for purposes of sick pay compensation was in violation of Cal.
10 Lab. Code § 246 the underpayment of which is recoverable under Cal. Lab. Code Sections 201,
11 202, 203, and/or 204.

12 40. In violation of the applicable sections of the California Labor Code and the
13 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
14 matter of company policy, practice, and procedure, intentionally and knowingly failed to
15 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
16 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
17 sick pay as required by California law which allowed DEFENDANTS to illegally profit and gain
18 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
19 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANTS, the
20 CLASS PERIOD should be adjusted accordingly.

21 **G. Unlawful Deductions**

22 41. DEFENDANTS, from time-to-time, including during the last year, unlawfully
23 deducted wages from PLAINTIFF and CALIFORNIA CLASS Members’ pay without
24 explanations and without authorization to do so or notice to PLAINTIFF and the CALIFORNIA
25 CLASS Members. As a result, DEFENDANTS violated Labor Code § 221.

26 **H. Timekeeping Manipulation**

27 42. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
28 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of

1 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
2 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
3 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and
4 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
5 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
6 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
7 missed rest breaks.

8 43. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
9 time-to-time, forfeited time worked by working without their time being accurately recorded and
10 without compensation at the applicable pay rates.

11 44. The mutability of the timekeeping system also allowed DEFENDANTS to alter
12 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
13 timekeeping system so as to create the appearance that PLAINTIFF and other members of the
14 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
15 were not at all times provided an off-duty meal break. This practice is a direct result of
16 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
17 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

18 45. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
19 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and
20 benefit for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy
21 and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for
22 all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
23 records.

24 **I. Unlawful Rounding Practices**

25 46. During the CALIFORNIA CLASS PERIOD, including within the last year,
26 DEFENDANTS did not have in place an immutable timekeeping system to accurately record
27 and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual time these
28 employees worked each day, including overtime hours. Specifically, DEFENDANTS had in

1 place an unlawful rounding policy and practice that resulted in PLAINTIFFS and CALIFORNIA
2 CLASS Members being undercompensated for all of their time worked. As a result,
3 DEFENDANTS were able to and did in fact unlawfully, and unilaterally round the time recorded
4 in DEFENDANTS' timekeeping system for PLAINTIFFS and the members of the
5 CALIFORNIA CLASS in order to avoid paying these employees for all their time worked,
6 including the applicable overtime compensation for overtime worked. As a result, PLAINTIFFS
7 and other CALIFORNIA CLASS Members, from time to time, forfeited compensation for their
8 time worked by working without their time being accurately recorded and without compensation
9 at the applicable overtime rates.

10 47. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
11 rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members'
12 time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful
13 rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to
14 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without
15 receiving an off-duty meal break.

16 **J. Violations for Untimely Payment of Wages**

17 48. Pursuant to California Labor Code section 204, PLAINTIFF and the
18 CALIFORNIA CLASS members were entitled to timely payment of wages during their
19 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
20 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
21 meal period premium wages, and rest period premium wages within permissible time period.

22 49. Pursuant to Cal. Lab. Code § 201, "If an employer discharges an employee, the
23 wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant
24 to Cal. Lab. Code § 202, if an employee quits his or her employment, "his or her wages shall
25 become due and payable not later than 72 hours thereafter, unless the employee has given 72
26 hours previous notice of his or her intention to quit, in which case the employee is entitled to his
27 or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS Members
28

1 were, from time to time, not timely provided the wages earned and unpaid at the time of their
2 discharge and/or at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

3 50. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
4 paying all wages due at time of termination for all CALIFORNIA CLASS Members whose
5 employment ended during the CLASS PERIOD, including during the last year.

6 **K. Sick Pay Violations**

7 51. Cal. Labor Code Section 246 (a)(1) mandates that “An employee who, on or after
8 July 1, 2015, works in California for the same employer for 30 or more days within a year from
9 the commencement of employment is entitled to paid sick days as specified in this section.”
10 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From
11 time to time, including within the last year, DEFENDANTS failed to have a policy or practice in
12 place that provided PLAINTIFF and other members of the CALIFORNIA CLASS with sick days
13 and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they
14 failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per
15 year.

16 52. California Labor Code Section 246(i) requires an employer to furnish its
17 employees with written wage statements setting forth the amount of paid sick leave available.
18 From time to time, including within the last year, DEFENDANTS violated Cal. Lab. Code § 246
19 by failing to furnish PLAINTIFF and other members of the CALIFORNIA CLASS with wage
20 statements setting forth the amount of paid sick leave available.

21 53. Specifically, as to PLAINTIFF, within the last year, PLAINTIFF was from time
22 to time unable to take off duty meal and rest breaks and was not fully relieved of duty for her
23 rest and meal periods. PLAINTIFF was required to perform work as ordered by DEFENDANTS
24 for more than five (5) hours during a shift without receiving an off-duty meal break. Further,
25 DEFENDANTS failed to provide PLAINTIFF with a second off-duty meal period each workday
26 in which she was required by DEFENDANTS to work ten (10) hours of work. When
27 DEFENDANTS provided PLAINTIFF with a rest break, they required PLAINTIFF to remain
28 on premises, on-duty and on-call for the rest break. DEFENDANTS policy caused PLAINTIFF

1 to remain on-call and on-duty during what was supposed to be her off-duty meal periods.
2 PLAINTIFF therefore forfeited meal and rest breaks without additional compensation and in
3 accordance with DEFENDANTS' strict corporate policy and practice. Moreover,
4 DEFENDANTS also provided PLAINTIFF with paystubs that failed to comply with Cal. Lab.
5 Code § 226. Further, DEFENDANTS also failed to reimburse PLAINTIFF for required business
6 expenses related to the personal expenses incurred for the purchase and maintenance of work
7 uniforms, on behalf of and in furtherance of her employment with DEFENDANTS. To date,
8 DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time
9 compensation still owed to her or any penalty wages owed to her under Cal. Lab. Code § 203.
10 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
11 \$75,000.

12 **L. Retaliation and Wrongful Termination In Violation of Public Policy**

13 54. PLAINTIFF began her employment with DEFENDANTS on or about December
14 19, 2023. PLAINTIFF was offered a non-exempt position with an hourly rate of \$3,653.85.

15 55. On or about February 2025, PLAINTIFF communicated to her co-workers her
16 concerns that DEFENDANT was utilizing "ghost employees" at the worksite as part of an
17 unlawful scheme to inflate revenue and evade tax liability.

18 56. Furthermore, PLAINTIFF complained to management regarding Director Corey
19 Reed's practice of texting her off the clock and outside scheduled working hours. PLAINTIFF
20 lodged this complaint on or about March 3, 2025, and, approximately one week later, on March
21 11, 2025, DEFENDANT wrongfully terminated her in retaliation for engaging in protected
22 activity.

23 57. DEFENDANT's assertion that PLAINTIFF's position was eliminated is
24 demonstrably untrue. Mere weeks after terminating her, DEFENDANT publicly advertised the
25 identical role, complete with the same essential responsibilities, confirming that the stated reason
26 for her termination was a pretext.

27 58. Because of DEFENDANTS' misconduct, PLAINTIFF has suffered and continues
28 to suffer lost wages, emotional distress, and other damages. PLAINTIFF is a victim of

1 DEFENDANTS' unlawful practices and therefore brings this action to recover damages, costs,
2 expenses, punitive damages, restitution, injunctive and declaratory relief.

3 **CLASS ACTION ALLEGATIONS**

4 59. PLAINTIFF brings this Class Action on behalf of herself, and a California class
5 defined as all persons who are or previously were employed by Defendant THE PEOPLE
6 CONCERN in California and classified as non-exempt employees (the "CALIFORNIA CLASS")
7 at any time during the period beginning four (4) years prior to the filing of this Complaint and
8 ending on the date as determined by the Court (the "CLASS PERIOD").

9 60. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
10 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
11 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
12 illegal meal and rest period policies, failed to reimburse for business expenses, failed compensate
13 for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain
14 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

15 61. The members of the class are so numerous that joinder of all class members is
16 impractical.

17 62. Common questions of law and fact regarding DEFENDANTS' conduct, including
18 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
19 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
20 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
21 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
22 accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum
23 wage and overtime, exist as to all members of the class and predominate over any questions
24 affecting solely any individual members of the class. Among the questions of law and fact
25 common to the class are:

- 26 a. Whether DEFENDANT maintained legally compliant meal period policies and
27 practices;
28

- 1 b. Whether DEFENDANT maintained legally compliant rest period policies and
2 practices;
- 3 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
4 Members accurate premium payments for missed meal and rest periods;
- 5 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
6 Members accurate overtime wages;
- 7 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
8 Members at least minimum wage for all hours worked;
- 9 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
10 CLASS Members for required business expenses;
- 11 g. Whether DEFENDANT issued legally compliant wage statements;
- 12 h. Whether DEFENDANT committed an act of unfair competition by systematically
13 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
14 CLASS for all time worked;
- 15 i. Whether DEFENDANT committed an act of unfair competition by systematically
16 failing to record all meal and rest breaks missed by PLAINTIFF and other
17 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
18 of this work, required employees to perform this work and permits or suffers to
19 permit this work;
- 20 j. Whether DEFENDANT committed an act of unfair competition in violation of the
21 UCL, by failing to provide the PLAINTIFF and the other members of the
22 CALIFORNIA CLASS with the legally required meal and rest periods.
- 23 63. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as
24 a result of DEFENDANTS' conduct and actions alleged herein.
- 25 64. PLAINTIFF's claims are typical of the claims of the CALIFORNIA CLASS, and
26 PLAINTIFF has the same interests as the other members of the class.
- 27 65. PLAINTIFF will fairly and adequately represent and protect the interests of the
28 CALIFORNIA CLASS Members.

1 66. PLAINTIFF retained able class counsel with extensive experience in class action
2 litigation.

3 67. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
4 interest of the other CALIFORNIA CLASS Members.

5 68. There is a strong community of interest among PLAINTIFF and the members of
6 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
7 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
8 sustained.

9 69. The questions of law and fact common to the CALIFORNIA CLASS Members
10 predominate over any questions affecting only individual members, including legal and factual
11 issues relating to liability and damages.

12 70. A class action is superior to other available methods for the fair and efficient
13 adjudication of this controversy because joinder of all class members is impractical. Moreover,
14 since the damages suffered by individual members of the class may be relatively small, the
15 expense and burden of individual litigation makes it practically impossible for the members of
16 the class individually to redress the wrongs done to them. Without class certification and
17 determination of declaratory, injunctive, statutory, and other legal questions within the class
18 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
19 create the risk of:

- 20 a. Inconsistent or varying adjudications with respect to individual members of the
21 CALIFORNIA CLASS which would establish incompatible standards of conduct
22 for the parties opposing the CALIFORNIA CLASS; and/or,
23 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
24 which would as a practical matter be dispositive of the interests of the other
25 members not party to the adjudication or substantially impair or impeded their
26 ability to protect their interests.

71. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

72. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

73. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

74. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

75. By the conduct alleged herein, DEFENDANTS have engaged and continue to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

1 76. By the conduct alleged herein, DEFENDANTS' practices were unlawful and
2 unfair in that these practices violated public policy, were immoral, unethical, oppressive
3 unscrupulous or substantially injurious to employees, and were without valid justification or
4 utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203
5 of the California Business & Professions Code, including restitution of wages wrongfully
6 withheld.

7 77. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
8 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
9 mandated meal and rest periods and the required amount of compensation for missed meal and
10 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
11 necessary business expenses incurred, due to a systematic business practice that cannot be
12 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
13 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
14 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
15 restitution of wages wrongfully withheld.

16 78. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
17 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
18 other members of the CALIFORNIA CLASS to be underpaid during their employment with
19 DEFENDANTS.

20 79. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
21 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
22 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
23 required by Cal. Lab. Code §§ 226.7 and 512.

24 80. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
25 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
26 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
27 each workday in which a second off-duty meal period was not timely provided for each ten (10)
28 hours of work.

1 81. PLAINTIFF further demands on behalf of herself and on behalf of each
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
3 not timely provided as required by law.

4 82. By and through the unlawful and unfair business practices described herein,
5 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
7 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
8 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
9 to unfairly compete against competitors who comply with the law.

10 83. All the acts described herein as violations of, among other things, the Industrial
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
12 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
13 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
14 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15 84. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
16 and do, seek such relief as may be necessary to restore to them the money and property which
17 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
19 business practices, including earned but unpaid wages for all time worked.

20 85. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
22 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from
23 engaging in any unlawful and unfair business practices in the future.

24 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
25 and/or adequate remedy at law that will end the unlawful and unfair business practices of
26 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
27 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
28 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal

1 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
2 unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

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

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

7 86. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 87. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
11 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
12 Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate
13 and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

14 88. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
15 policy, an employer must timely pay its employees for all hours worked.

16 89. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
17 commission is the minimum wage to be paid to employees, and the payment of a less wage than
18 the minimum so fixed is unlawful.

19 90. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
20 including minimum wage compensation and interest thereon, together with the costs of suit.

21 91. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and
22 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
23 they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully
24 and intentionally deny timely payment of wages due to PLAINTIFF and the other members of
25 the CALIFORNIA CLASS.

26 92. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
27 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
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1 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
2 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

3 93. In committing these violations of the California Labor Code, DEFENDANTS
4 inaccurately calculated the correct time worked and consequently underpaid the actual time
5 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted
6 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
7 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
8 laws and regulations.

9 94. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
10 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
11 minimum wage compensation for their time worked for DEFENDANTS.

12 95. During the CLASS PERIOD, including during the last year, PLAINTIFF and the
13 other members of the CALIFORNIA CLASS were paid less for time worked that they were
14 entitled to, constituting a failure to pay all earned wages.

15 96. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
16 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
17 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
18 suffered and will continue to suffer an economic injury in amounts which are presently unknown
19 to them, and which will be ascertained according to proof at trial.

20 97. DEFENDANTS knew or should have known that PLAINTIFF and the other
21 members of the CALIFORNIA CLASS were under-compensated for their time worked.
22 DEFENDANTS systematically elected, either through intentional malfeasance or gross
23 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
24 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
25 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
26 for their time worked.

27 98. In performing the acts and practices herein alleged in violation of California labor
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

1 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
2 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
3 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
4 consequences to them, and with the despicable intent of depriving them of their property and legal
5 rights, and otherwise causing them injury in order to increase company profits at the expense of
6 these employees.

7 99. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
8 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
9 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
10 California Labor Code and/or other applicable statutes. To the extent minimum wage
11 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
12 terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or
13 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
14 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
15 Members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good
16 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
17 recover statutory costs.

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against ALL Defendants)**

22 100. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
23 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
24 Complaint.

25 101. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
26 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
27 Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees
28

1 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
2 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

3 102. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
4 policy, an employer must timely pay its employees for all hours worked.

5 103. Cal. Lab. Code § 510 provides that employees in California shall not be employed
6 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
7 they receive additional compensation beyond their regular wages in amounts specified by law.

8 104. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
9 including minimum and overtime compensation and interest thereon, together with the costs of
10 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
11 than those fixed by the Industrial Welfare Commission is unlawful.

12 105. During the CLASS PERIOD, including during the last year, PLAINTIFF and
13 CALIFORNIA CLASS Members were required by DEFENDANTS to work for DEFENDANTS
14 and were not paid for all the time they worked, including overtime work.

15 106. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
17 implementing a uniform policy and practice that failed to accurately record overtime worked by
18 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
19 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
20 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
21 (12) hours in a workday, and/or forty (40) hours in any workweek.

22 107. In committing these violations of the California Labor Code, DEFENDANTS
23 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
24 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
25 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
26 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
27 regulations.

1 108. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANTS.

4 109. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
5 from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein this Complaint. Rather,
9 PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA CLASS based on
10 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
11 California.

12 110. During the CLASS PERIOD, including during the last year, PLAINTIFF and the
13 other members of the CALIFORNIA CLASS were paid less for overtime worked than they were
14 entitled to, constituting a failure to pay all earned wages.

15 111. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of
16 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
18 though PLAINTIFF and the other members of the CALIFORNIA CLASS were regularly required
19 to work, and did in fact work overtime, and did in fact work overtime as to which DEFENDANTS
20 failed to accurately record and pay as evidenced by DEFENDANTS' business records and
21 witnessed by employees.

22 112. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are
26 presently unknown to them, and which will be ascertained according to proof at trial.

27 113. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct overtime wages for
5 their overtime worked.

6 114. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANTS acted and continue to act
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and legal
12 rights, and otherwise causing them injury in order to increase company profits at the expense of
13 these employees.

14 115. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS
15 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
16 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
17 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
18 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
19 employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore
20 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
21 penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional,
22 and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are
23 entitled to seek and recover statutory costs.

24 **FOURTH CAUSE OF ACTION**

25 **Failure To Provide Required Meal Periods**

26 **(Cal. Lab. Code §§ 226.7 & 512)**

27 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

28

116. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

117. During the CLASS PERIOD, including during the last year, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records. Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

118. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

119. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

120. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

121. From time to time during the CLASS PERIOD, including during the last year, PLAINTIFF and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

122. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

123. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

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1 126. When DEFENDANTS did not accurately record PLAINTIFF's and other
2 CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed
3 meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated
4 Cal. Lab. Code § 226 in that DEFENDANTS failed to provide PLAINTIFF and other
5 CALIFORNIA CLASS Members with complete and accurate wage statements which failed to
6 show, among other things, all deductions, the accurate gross wages earned, net wages earned, the
7 total hours worked and all applicable hourly rates in effect during the pay period and the
8 corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty
9 payments or missed meal and rest periods.

10 127. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the
11 CALIFORNIA CLASS Members with wage statements that accurately provided the name and
12 address of the legal entity that is the employer, in violation of Cal. Lab. Code § 226(a)(8).

13 128. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
14 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
15 requirements of California Labor Code Section 226.

16 129. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code
17 § 226 during the CLASS PERIOD, including during the last year, causing injury and damages to
18 PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but
19 are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks
20 and the amount of employment taxes which were not properly paid to state and federal tax
21 authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other
22 members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars
23 (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars
24 (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an
25 amount according to proof at the time of trial (but in no event more than four thousand dollars
26 (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

5 130. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 131. Cal. Lab. Code § 200 provides that:

9 As used in this article:

- 10 (d) "Wages" includes all amounts for labor performed by employees of every
11 description, whether the amount is fixed or ascertained by the standard of time,
12 task, piece, Commission basis, or other method of calculation.
13 (e) "Labor" includes labor, work, or service whether rendered or performed under
14 contract, subcontract, partnership, station plan, or other agreement if the to be
15 paid for is performed personally by the person demanding payment.

16 132. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
17 an employee, the wages earned and unpaid at the time of discharge are due and payable
18 immediately."

19 133. Cal. Lab. Code § 202 provides, in relevant part, that:

20 If an employee not having a written contract for a definite period quits his or her
21 employment, his or her wages shall become due and payable not later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his or her intention
23 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
24 Notwithstanding any other provision of law, an employee who quits without providing a
25 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
26 designates a mailing address. The date of the mailing shall constitute the date of payment
27 for purposes of the requirement to provide payment within 72 hours of the notice of
28 quitting.

29 134. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS
30 Members' employment contract.

31 135. Cal. Lab. Code § 203 provides:

32 If an employer willfully fails to pay, without abatement or reduction, in accordance with
33 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
34 quits, the wages of the employee shall continue as a penalty from the due date thereof at
35 the same rate until paid or until an action therefor is commenced; but the wages shall not
36 continue for more than 30 days.

1 phones and vehicles to execute their essential job duties on behalf of DEFENDANTS.
2 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and
3 the CALIFORNIA CLASS members for expenses resulting from the use of the personal cell
4 phone, home internet and home computer, as well as use of the personal vehicle, within the
5 course and scope of their employment for DEFENDANTS. These expenses were necessary to
6 complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS' conduct
7 to assert any waiver of this expectation. Although these expenses were necessary expenses
8 incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to
9 indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these
10 expenses as an employer is required to do under the laws and regulations of California.

11 141. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
12 by him and the CALIFORNIA CLASS members in the discharge of their job duties for
13 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
14 statutory rate and costs under Cal. Lab. Code § 2802.

15 **NINTH CAUSE OF ACTION**

16 **For Violation of the Private Attorneys General Act**

17 **[Cal. Lab . Code §§ 2698 ET SEQ. ("PAGA")]**

18 **(By PLAINTIFF and Against All DEFENDANTS)**

19 142. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as
20 though fully set forth herein.

21 143. PAGA is a mechanism by which the State of California itself can enforce state labor
22 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
23 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
24 a law enforcement action designed to protect the public and not to benefit private parties. The
25 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
26 citizens as private attorney generals to enforce the Labor Code. In enacting PAGA, the California
27 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
28

1 private attorneys general to recover civil penalties for Labor Code violations...“Stats. 2003, ch.
2 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

3 144. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
4 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
5 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
6 violation of the Labor Code may, as an alternative, be recovered through civil action brought by an
7 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
8 to the procedures specified in Labor Code § 2699.3.

9 145. At all relevant times, for the reasons described herein and others, PLAINTIFF and
10 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
11 meaning of Labor Code Section 2699(c).

12 146. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like
13 PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil action
14 to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

15 147. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
16 Section 2699.3. By certified letter, return receipt requested, dated August 1, 2025, PLAINTIFF
17 gave written notice to the Labor and Workforce Development Agency (“LWDA”) and to
18 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
19 including the facts and theories to support the alleged violations. (See Exhibit #1.)

20 148. As of the date of this complaint, more than sixty-five (65) days after serving the
21 LWDA with notice of DEFENDANTS’ violations, the LWDA has not provided any notice by
22 certified mail of its intent to investigate the DEFENDANTS’ alleged violations as mandated by
23 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
24 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

25 149. Defendants’ conduct violates numerous Wage Orders and Labor Code sections
26 including, but not limited to, the following:

- 27 a. Violation of Labor Code § 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226,
28 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1182.12, 1194,

1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, 2698 for failure to timely pay all earned wages (including minimum wage and overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment as herein alleged;

b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees failure to pay premium wages for missed meal periods and herein alleged;

c. Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

d. Violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

e. Violation of Labor Code § 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; and

f. Violation of Labor Code § 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees as herein alleged.

150. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

TENTH CAUSE OF ACTION
RETALIATION FOR COMPLAINING OF LABOR CODE VIOLATIONS
(By PLAINTIFF and Against All DEFENDANTS)

151. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as though fully set forth herein.

152. DEFENDANTS, by and through its agents and supervisors, retaliated against PLAINTIFF for engaging in protected activity including complaining about DEFENDANT'S

1 illegal activity in creating “ghost employees,” and not receiving pay for off the clock work,
2 among other violations.

3 153. Such conduct violates California Labor Code section 98.6(a) which provides that
4 “[n]o person shall discharge an employee or in any manner discriminate against any
5 employee or applicant for employment because the employee or applicant engaged in any conduct
6 delineated in this chapter.”

7 154. Such conduct also violates Labor Code section 1102.5(b) which provides that “[a]n
8 employer, or any person acting on behalf of the employer, shall not retaliate against an employee
9 for disclosing information, or because the employer believes that the employee disclosed or may
10 disclose information... to a person with authority over the employee or another employee who has
11 the authority to investigate, discover, or correct the violation or noncompliance...if the employee
12 has reasonable cause to believe that the information discloses a violation of state or federal statute,
13 or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
14 whether disclosing the information is part of the employee’s job duties.”

15 155. During her employment, PLAINTIFF complained about her working conditions
16 and issues with off the clock work. PLAINTIFF’S complaints are protected from retaliation by
17 statute, including, California’s Labor Code.

18 156. In violation of her statutory rights, and, in part, on the basis of PLAINTIFF’S
19 aforementioned legally protected opposition and complaints, DEFENDANTS retaliated against
20 PLAINTIFF with employment termination.

21 157. PLAINTIFF alleges that DEFENDANTS were motivated to retaliate against
22 PLAINTIFF, in part, for her protected complaints.

23 158. By the aforesaid acts and omissions of DEFENDANTS, PLAINTIFF has been
24 directly and legally caused to suffer actual damages including, but not limited to, substantial
25 losses in earnings, other employment benefits, and future earning capacity, and other pecuniary
26 loss not presently ascertained, in an amount according to proof at the time of trial.

27 159. As a further direct and legal result of the acts and conduct of DEFENDANTS,
28 PLAINTIFF has been caused to and did suffer emotional and mental distress, anguish,

1 humiliation, embarrassment, fright, depression, lowered self-esteem, mental and physical pain,
2 discomfort and anxiety, all to her damage in an amount according to proof at the time of trial.
3 PLAINTIFF does not know at this time the exact duration or permanence of said injuries.

4 160. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS by
5 engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in
6 willful, malicious, intentional, oppressive, fraudulent and despicable conduct.

7 161. DEFENDANTS also acted in willful and conscious disregard of the rights, welfare
8 and safety of PLAINTIFF thereby justifying the award of punitive and exemplary damages in an
9 amount according to proof at the time of trial.

10 162. PLAINTIFF is also entitled to recover reasonable attorneys' fees and costs.

11 **ELEVENTH CAUSE OF ACTION**

12 **Wrongful Termination in Violation of Public Policy**

13 **(By PLAINTIFF and Against All DEFENDANTS)**

14
15 163. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as
16 though fully set forth herein.

17 164. Jurisdiction is invoked in this Court pursuant to the public policy and common law
18 of the State of California. See *Tameny v. Atlantic Richfield Co.*, 27 Cal. 3d 167 (1980); *City of*
19 *Moorpark v. Super. Ct.*, 18 Cal. 4th 1143, 1155, (1998); *Ferrick v. Santa Clara Univ.*, 231 Cal.
20 App. 4th 1337, 1345 (2014) (reiterating that Labor Code §1102.5 “reflects the broad public
21 policy interest in encouraging workplace whistle-blowers to report unlawful acts without fearing
22 retaliation”). The general duty clauses to make employment safe and healthy “establish a general
23 public policy requiring employers to provide a safe and secure workplace.” *Boone v. Carlsbad*
24 *Cnty Church*, 2008 U.S. Dist. LEXIS 44675 at *9-10 (S.D. Cal. June 6, 2008); *Franklin v. The*
25 *Monadnock Co.*, 151 Cal. App. 4th 252 (2007); *Frazier v. UPS*, 2005 U.S. Dist. LEXIS 13894, *
26 (E.D. Cal. May 3, 2005) (“The right to refuse work under unsafe conditions is arguably a right
27 protected by California public policy.”); *Hentzel v. Singer Co.*, 138 Cal. App. 3d 290, 296 (1982)
28 (overruled on other grounds) (“California has long maintained a policy of protecting the right of

employees to voice their dissatisfaction with working conditions.”); Cf. Labor Code §6310(a)(1) (“No person shall discharge or in any manner discriminate against any employee because the employee has...made any oral or written complaint to ... his or her employer”).

165. Here, PLAINTIFF complained to management about working off the clock and also complained that the DEFENDANT was illegally hiring “ghost employees” to increase grant money and evade taxes. Ever since PLAINTIFF made DEFENDANTS aware of her claims, DEFENDANTS have attempted to fabricate a reason to terminate PLAINTIFF.

166. PLAINTIFF’s wrongful termination on or about March 11, 2025 was for a pretextual reason(s) to disguise Defendants’ unlawful employment practices directed at PLAINTIFF and the Class members

167. DEFENDANTS terminated PLAINTIFF’s employment in retaliation for complaints and refusal to engage in unlawful conduct, as discussed above, in violation of California Labor Code section 1102.5 which is in violation of fundamental, substantial, and well-grounded public policies.

168. DEFENDANT’s assertion that PLAINTIFF’s position was eliminated is demonstrably untrue. Mere weeks after terminating her, DEFENDANT publicly advertised the identical role, complete with the same essential responsibilities, confirming that the stated reason for her termination was a pretext.

169. The motivating reason(s) for PLAINTIFF’s termination was for PLAINTIFF’S protest and/or resistance of DEFENDANTS labor code violations. PLAINTIFF’s discharge from her position of employment was in violation of the public policies of the State of California.

170. As a proximate result of DEFENDANTS wrongful termination of Plaintiff’s Employment, PLAINTIFF has suffered and continues to suffer, substantial losses in earnings, and job benefits in an amount to be determine according to proof at time of trial.

171. As a further proximate result of DEFENDANTS’ wrongful conduct, PLAINTIFF has suffered, and continues to suffer, humiliation, embarrassment, emotional distress, and mental anguish, all in an amount to be determined according to proof at the time of trial.

1 172. PLAINTIFF was harmed by DEFENDANTS' wrongful and illegal termination of
2 her employment.

3 173. The wrongful termination of the employment of PLAINTIFF was and is a
4 substantial factor causing harm to PLAINTIFF.

5 174. As a further direct and proximate result of the unlawful conduct, PLAINTIFF has
6 suffered and continues to suffer loss of income, loss of earning capacity, loss of job opportunity,
7 and other economic damages, according to proof at trial

8 **PRAYER FOR RELIEF**

9 WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and
10 severally, as follows:

11 1. On behalf of the CALIFORNIA CLASS:

- 12 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
13 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
14 b. An order temporarily, preliminarily and permanently enjoining and restraining
15 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
16 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
17 unlawfully withheld from compensation due to PLAINTIFF and the other members
18 of the CALIFORNIA CLASS; and
19 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
20 for restitution of the sums incidental to DEFENDANTS' violations due to
21 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

22 2. On behalf of the CALIFORNIA CLASS:

- 23 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
24 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
25 to Cal. Code of Civ. Proc. § 382;
26 b. Compensatory damages, according to proof at trial, including compensatory
27 damages for overtime compensation due to PLAINTIFF and the other members of
28 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest

- thereon at the statutory rate;
- c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;
 - d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226
 - e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
 - f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.
3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:
- a. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Section 2699, *et seq.*;
 - b. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act; and
 - c. For such other relief as the Court deems just and proper.
4. On Plaintiff's individual claims:
- a. For all special damages which were sustained as a result of DEFENDANTS' conduct, including but not limited to, back pay, front pay, lost compensation and job benefits that PLAINTIFF would have received but for the practices of DEFENDANTS.
 - b. For all punitive and exemplary damages, according to proof, which were sustained as a result of DEFENDANT's conduct.
 - c. Benefits and damages for emotional distress normally associated with retaliation,

wrongful termination, humiliation and loss of reputation;

d. An award of interest, including prejudgment interest at the legal rate.

e. Such other and further relief as the Court deems just and equitable.

f. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

5. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, § 246 and/or § 1194.

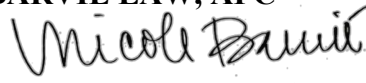
d. For prejudgment and post judgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter.

e. For any other relief that is just and proper.

DATED: November 14, 2025

BARVIE LAW, APC

By:



Nicole Barvie

Attorney for PLAINTIFF

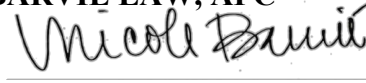
DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: November 14, 2025

BARVIE LAW, APC

By:



Nicole Barvie

Attorney for PLAINTIFF

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EXHIBIT 1

August 1, 2025

Via Online Filing to LWDA and Certified Mail to Defendant

Labor and Workforce Development Agency

Online Filing

THE PEOPLE CONCERN

Attn: Legal Department

2116 Arlington Ave., Suite 100

Los Angeles, CA 90018

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 1686 8006 08

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our office represents Plaintiff Susan Vargas-Sanchez (“Plaintiff”) and other aggrieved employees. Plaintiff was employed by Defendant THE PEOPLE CONCERN (“Defendant”) in California from January 8, 2024 through March 11, 2025, as a Senior Manager of Property Management and worked at Defendant’s Arlington Headquarters at 2116 Arlington Ave., #100, Los Angeles, CA 90018. Plaintiff was misclassified by Defendant as an exempt employee and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendant’s failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197,





1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former exempt and non-exempt employees who performed work for Defendant in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendant as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendant's uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendant to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendant was required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendant required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendant's control. Specifically, Defendant required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime



compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendant's uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendant's business records.

During the last year, as a result of their rigorous work schedules and Defendant's inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendant's failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendant's business records. As a result of their rigorous work schedules and Defendant's inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendant's strict corporate policy and practice. For example, as evidenced by Plaintiff's time records below, Plaintiff was denied a compliant meal period during the pay period of January 8, 2025 to March 11, 2025 as Plaintiff's meal period were missed. However, as evidenced by the Plaintiff's wage statement during this same pay period, Defendant failed to pay Plaintiff a meal period premium.

	A	B	C	D	E	F	G	H	I
	Employee Number	Employee Name	Shift Date	Start Shift	Start Meal	End Meal	Start Meal	End Meal	End Shi
1	2558	Vargas-Sanchez, Susan Yamilet 2558	01/08/2024	9:00:00 AM					5:00:00 PM
2	2558	Vargas-Sanchez, Susan Yamilet 2558	01/09/2024	9:00:00 AM					5:00:00 PM
3	2558	Vargas-Sanchez, Susan Yamilet 2558	01/10/2024	9:00:00 AM					5:00:00 PM
4	2558	Vargas-Sanchez, Susan Yamilet 2558	01/11/2024	9:00:00 AM					5:00:00 PM
5	2558	Vargas-Sanchez, Susan Yamilet 2558	01/12/2024	9:00:00 AM					5:00:00 PM
6	2558	Vargas-Sanchez, Susan Yamilet 2558	01/16/2024	9:00:00 AM					5:00:00 PM
7	2558	Vargas-Sanchez, Susan Yamilet 2558	01/17/2024	9:00:00 AM					5:00:00 PM
8	2558	Vargas-Sanchez, Susan Yamilet 2558	01/18/2024	9:00:00 AM					5:00:00 PM
9	2558	Vargas-Sanchez, Susan Yamilet 2558	01/19/2024	9:00:00 AM					5:00:00 PM
10	2558	Vargas-Sanchez, Susan Yamilet 2558	01/22/2024	9:00:00 AM					5:00:00 PM
11	2558	Vargas-Sanchez, Susan Yamilet 2558	01/23/2024	9:00:00 AM					5:00:00 PM
12	2558	Vargas-Sanchez, Susan Yamilet 2558	01/24/2024	9:00:00 AM					5:00:00 PM
13	2558	Vargas-Sanchez, Susan Yamilet 2558	01/25/2024	9:00:00 AM					5:00:00 PM
14	2558	Vargas-Sanchez, Susan Yamilet 2558	01/26/2024	9:00:00 AM					5:00:00 PM
15	2558	Vargas-Sanchez, Susan Yamilet 2558	01/29/2024	9:00:00 AM					5:00:00 PM
16	2558	Vargas-Sanchez, Susan Yamilet 2558	01/30/2024	9:00:00 AM					5:00:00 PM
17	2558	Vargas-Sanchez, Susan Yamilet 2558	01/31/2024	9:00:00 AM					5:00:00 PM
18	2558	Vargas-Sanchez, Susan Yamilet 2558	02/01/2024	9:00:00 AM					5:00:00 PM
19	2558	Vargas-Sanchez, Susan Yamilet 2558	02/02/2024	9:00:00 AM					5:00:00 PM
20	2558	Vargas-Sanchez, Susan Yamilet 2558	02/05/2024	9:00:00 AM					5:00:00 PM
21	2558	Vargas-Sanchez, Susan Yamilet 2558	02/06/2024	9:00:00 AM					5:00:00 PM
22	2558	Vargas-Sanchez, Susan Yamilet 2558	02/07/2024	9:00:00 AM					5:00:00 PM
23	2558	Vargas-Sanchez, Susan Yamilet 2558	02/08/2024	9:00:00 AM					5:00:00 PM
24	2558	Vargas-Sanchez, Susan Yamilet 2558	02/09/2024	9:00:00 AM					5:00:00 PM
25	2558	Vargas-Sanchez, Susan Yamilet 2558	02/12/2024	9:00:00 AM					5:00:00 PM
26	2558	Vargas-Sanchez, Susan Yamilet 2558	02/13/2024	9:00:00 AM					5:00:00 PM
27	2558	Vargas-Sanchez, Susan Yamilet 2558	02/14/2024	9:00:00 AM					5:00:00 PM
28	2558	Vargas-Sanchez, Susan Yamilet 2558	02/15/2024	9:00:00 AM					5:00:00 PM
29	2558	Vargas-Sanchez, Susan Yamilet 2558	02/16/2024	9:00:00 AM					5:00:00 PM
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31	2558	Vargas-Sanchez, Susan Yamilet 2558	02/20/2024	9:00:00 AM					5:00:00 PM
32	2558	Vargas-Sanchez, Susan Yamilet 2558	02/21/2024	9:00:00 AM					5:00:00 PM
33	2558	Vargas-Sanchez, Susan Yamilet 2558	02/22/2024	9:00:00 AM					5:00:00 PM
34	2558	Vargas-Sanchez, Susan Yamilet 2558	02/23/2024	9:00:00 AM					5:00:00 PM
35	2558	Vargas-Sanchez, Susan Yamilet 2558	02/26/2024	9:00:00 AM					5:00:00 PM
36	2558	Vargas-Sanchez, Susan Yamilet 2558	02/27/2024	9:00:00 AM					5:00:00 PM
37	2558	Vargas-Sanchez, Susan Yamilet 2558	02/28/2024	9:00:00 AM					5:00:00 PM
38	2558	Vargas-Sanchez, Susan Yamilet 2558	02/29/2024	9:00:00 AM					5:00:00 PM
39	2558	Vargas-Sanchez, Susan Yamilet 2558	03/01/2024	9:00:00 AM					5:00:00 PM
40	2558	Vargas-Sanchez, Susan Yamilet 2558	03/04/2024	9:00:00 AM					5:00:00 PM
41	2558	Vargas-Sanchez, Susan Yamilet 2558	03/05/2024	9:00:00 AM					5:00:00 PM
42	2558	Vargas-Sanchez, Susan Yamilet 2558	03/06/2024	9:00:00 AM					5:00:00 PM
43	2558	Vargas-Sanchez, Susan Yamilet 2558							

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendant's inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time



denied and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendant's inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendant and Defendant's managers.

Unreimbursed Business Expenses: Defendant as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendant. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee 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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendant required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones, personal vehicles, and for the purchase and maintenance of their work uniforms. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones, personal vehicles, and home computer and internet in order to perform work related tasks. However, Defendant unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones, personal computers, personal vehicles, and home internet and for the maintenance of their work uniforms. As a result, in the course of their employment with Defendant, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones, personal vehicles, and personal computer and internet, all on behalf of and for the benefit of Defendant. Defendant required Plaintiff to use Plaintiff's personal cell phone, personal vehicle, and incur personal expenses for home internet and personal computer. However, as evidenced by the example below, Defendant failed to reimburse Plaintiff for the use of Plaintiff's personal vehicle, and expenses incurred for personal computer and home internet.

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for



which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendant also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendant also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendant issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendant's violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendant failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendant required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, including but not limited to receiving text messages and calls from her supervisor and other coworkers while off the clock. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendant directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendant controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendant was able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendant failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendant's policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendant's policies and practices also deprived them of overtime pay.



Defendant knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendant's direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendant's uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendant's business records.

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendant failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendant's uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendant's business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendant's non-discretionary bilingual pay. The bilingual pay program provided all employees paid on an hourly basis with additional compensation when the employees met the various bilingual qualifications Defendant. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendant failed to accurately include the non-discretionary bilingual compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the bilingual compensation program to potential and new employees as part of the compensation package. As a matter of law, the bilingual compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendant.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendant's conduct, as articulated herein, by failing to



include the incentive compensation as part of the “regular rate of pay” for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, Defendant as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendant to illegally profit and gain an unfair advantage over competitors who complied with the law.

Timekeeping Manipulation: During the last year, Defendant, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendant was able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendant’s timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendant to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendant’s timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendant’s uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendant’s direction, control and benefit for the time the timekeeping system was inoperable. Defendant’s uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendant’s business records.

Unlawful Rounding Practices: During the last year, Defendant did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendant had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendant was able to and did in fact unlawfully and unilaterally round the time recorded in Defendant’s timekeeping system for Plaintiff and the Aggrieved Employees in



order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendant's timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendant's unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendant for more than five (5) hours during a shift without receiving an off-duty meal break. For example, Defendant's unlawful rounding policy and practice is evidenced in the example below, wherein Defendant rounded Plaintiff's time to exact time.

A	B	C	D	E	F	G	H	I
Employee Number	Employee Name	Shift Date	Start Shift	Start Meal	End Meal	Start Meal	End Meal	End Shi
2558	Vargas-Sanchez, Susan Yamilet 2558	01/08/2024	9:00 AM					5:00 PM
3	2558	Vargas-Sanchez, Susan Yamilet 2558	01/09/2024	9:00 AM				5:00 PM
4	2558	Vargas-Sanchez, Susan Yamilet 2558	01/10/2024	9:00 AM				5:00 PM
5	2558	Vargas-Sanchez, Susan Yamilet 2558	01/11/2024	9:00 AM				5:00 PM
6	2558	Vargas-Sanchez, Susan Yamilet 2558	01/12/2024	9:00 AM				5:00 PM
7	2558	Vargas-Sanchez, Susan Yamilet 2558	01/16/2024	9:00 AM				5:00 PM
8	2558	Vargas-Sanchez, Susan Yamilet 2558	01/17/2024	9:00 AM				5:00 PM
9	2558	Vargas-Sanchez, Susan Yamilet 2558	01/18/2024	9:00 AM				5:00 PM
10	2558	Vargas-Sanchez, Susan Yamilet 2558	01/19/2024	9:00 AM				5:00 PM
11	2558	Vargas-Sanchez, Susan Yamilet 2558	01/22/2024	9:00 AM				5:00 PM
12	2558	Vargas-Sanchez, Susan Yamilet 2558	01/23/2024	9:00 AM				5:00 PM
13	2558	Vargas-Sanchez, Susan Yamilet 2558	01/24/2024	9:00 AM				5:00 PM
14	2558	Vargas-Sanchez, Susan Yamilet 2558	01/25/2024	9:00 AM				5:00 PM
15	2558	Vargas-Sanchez, Susan Yamilet 2558	01/26/2024	9:00 AM				5:00 PM
16	2558	Vargas-Sanchez, Susan Yamilet 2558	01/29/2024	9:00 AM				5:00 PM
17	2558	Vargas-Sanchez, Susan Yamilet 2558	01/30/2024	9:00 AM				5:00 PM
18	2558	Vargas-Sanchez, Susan Yamilet 2558	01/31/2024	9:00 AM				5:00 PM
19	2558	Vargas-Sanchez, Susan Yamilet 2558	02/01/2024	9:00 AM				5:00 PM
20	2558	Vargas-Sanchez, Susan Yamilet 2558	02/02/2024	9:00 AM				5:00 PM
21	2558	Vargas-Sanchez, Susan Yamilet 2558	02/05/2024	9:00 AM				5:00 PM
22	2558	Vargas-Sanchez, Susan Yamilet 2558	02/06/2024	9:00 AM				5:00 PM
23	2558	Vargas-Sanchez, Susan Yamilet 2558	02/07/2024	9:00 AM				5:00 PM
24	2558	Vargas-Sanchez, Susan Yamilet 2558	02/08/2024	9:00 AM				5:00 PM
25	2558	Vargas-Sanchez, Susan Yamilet 2558	02/09/2024	9:00 AM				5:00 PM
26	2558	Vargas-Sanchez, Susan Yamilet 2558	02/12/2024	9:00 AM				5:00 PM
27	2558	Vargas-Sanchez, Susan Yamilet 2558	02/13/2024	9:00 AM				5:00 PM
28	2558	Vargas-Sanchez, Susan Yamilet 2558	02/14/2024	9:00 AM				5:00 PM
29	2558	Vargas-Sanchez, Susan Yamilet 2558	02/15/2024	9:00 AM				5:00 PM
30	2558	Vargas-Sanchez, Susan Yamilet 2558	02/16/2024	9:00 AM				5:00 PM
31	2558	Vargas-Sanchez, Susan Yamilet 2558	02/19/2024	9:00 AM				5:00 PM
32	2558	Vargas-Sanchez, Susan Yamilet 2558	02/20/2024	9:00 AM				5:00 PM
33	2558	Vargas-Sanchez, Susan Yamilet 2558	02/21/2024	9:00 AM				5:00 PM
34	2558	Vargas-Sanchez, Susan Yamilet 2558	02/22/2024	9:00 AM				5:00 PM
35	2558	Vargas-Sanchez, Susan Yamilet 2558	02/23/2024	9:00 AM				5:00 PM
36	2558	Vargas-Sanchez, Susan Yamilet 2558	02/26/2024	9:00 AM				5:00 PM
37	2558	Vargas-Sanchez, Susan Yamilet 2558	02/27/2024	9:00 AM				5:00 PM
38	2558	Vargas-Sanchez, Susan Yamilet 2558	02/28/2024	9:00 AM				5:00 PM
39	2558	Vargas-Sanchez, Susan Yamilet 2558	02/29/2024	9:00 AM				5:00 PM
40	2558	Vargas-Sanchez, Susan Yamilet 2558	03/01/2024	9:00 AM				5:00 PM
41	2558	Vargas-Sanchez, Susan Yamilet 2558	03/04/2024	9:00 AM				5:00 PM
42	2558	Vargas-Sanchez, Susan Yamilet 2558	03/05/2024	9:00 AM				5:00 PM
43	2558	Vargas-Sanchez, Susan Yamilet 2558	03/06/2024	9:00 AM				5:00 PM

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To



date, Defendant has not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under California Labor Code Section 203.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

Nicole Barvié
Attorney for Plaintiff

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