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Superior Court of California

County of Santa Barbara

Darrel E. Parker, Executive Officer

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By: Sarah Sisto , Deputy

Attorneys for Plaintiff LAURA XH STUI, on behalf
of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

LAURA XH STUI, an individual, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

COMMUNITY ACTION COMMISSION OF
SANTA BARBARA dba COMMUNIFY, a
California Nonprofit Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 25CV04781

CLASS ACTION

Assigned for All Purposes To:

Hon. Thomas P. Anderle

Dept.: 3

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Violation of Labor Code § 221;
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*
12. Penalties Under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Complaint Filed: August 1, 2025

Trial Date: None Set

1 Plaintiff LAURA XH STUI (hereinafter “Plaintiff”), on behalf of herself and other similarly
2 situated non-exempt, hourly employees employed during the relevant period by Defendants in
3 California (collectively, “Employees”; individually, “Employee”), complains of Defendants, and
4 each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former Employees
7 within the State of California who, at any time from four years prior to the filing of this lawsuit, are
8 or were employed as non-exempt, hourly Employees, including those employed as teachers, and in
9 similar and related positions, by Defendant COMMUNITY ACTION COMMISSION OF SANTA
10 BARBARA dba COMMUNIFY, a California Nonprofit Corporation, and DOES 1 through 50 (all
11 defendants referred to collectively as “Defendants”). Plaintiff alleges that Defendants, and each of
12 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
13 Welfare Commission (“IWC”), and the California Business & Professions Code, and seeks redress
14 for these violations.

15 2. Plaintiff and the Class Members were employed as hourly, non-exempt Employees by
16 Defendants in positions generally pertaining to providing teaching services to Defendant’ clients.
17 Plaintiff, and upon information and belief the other similarly situated Employees in the Class, were
18 required to perform work tasks based out of Defendants’ schools, and centers in California. Plaintiff
19 was employed by Defendants as a teacher, and Defendants tasked her with duties that included
20 developing weekly lesson plans for preschool children, developing and maintaining a safe and
21 positive classroom climate, and creating an intentional learning environment, screening and assessing,
22 attending meetings as requested and completing required paper and electronic records in a timely
23 manner.

24 3. Defendants employed other similarly situated Employees as teachers, and in similar
25 and related positions to provide teaching and childcare services to Defendants’ clients in the cities of
26 Goleta, Carpinteria, Lompoc, Buellton, Santa Maria, Orcutt, Guadalupe, New Cuyama, and
27 throughout California. Plaintiff and the other similarly situated Class Members worked at Defendants’
28 behest without being paid all wages due and without being provided all required breaks. More

specifically, Plaintiff and the other similarly situated Class Members were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at Defendants' hands.

4. Defendants required Plaintiff and the Employees in the Class to work off-the-clock, but Defendants failed to accurately record the hours they were on the clock, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and failed to provide Plaintiff and Class Members with accurate itemized wage statements. Defendants also failed to provide Plaintiff and the Class Members with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

5. Defendant COMMUNITY ACTION COMMISSION OF SANTA BARBARA dba COMMUNIFY is a California nonprofit corporation which lists its principal address in Santa Barbara, California with the California Secretary of State. The wage statements issued to Plaintiff list "COMMUNITY ACTION COMMISSION DBA COMMUNIFY" as her employer with an address in Santa Barabara, California, and upon information and belief the wage statements Defendants issued to the other Class members listed the same employer and address. COMMUNIFY's website claims to "serve Santa Barbara County's vulnerable populations through education and coordinated services so they may achieve economic stability, improve overall well-being and thrive." and upon information and belief it operates classroom facilities and locations in California including in Goleta, Carpinteria, Lompoc, Buellton, Santa Maria, Orcutt, Guadalupe, New Cuyama, California.

6. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred, at least in part in Santa Barbara County, as Defendants employ or employed Plaintiff and the Class Members at schools, daycares, and centers there.

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

8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class Members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a common law employment relationship with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class Members.

FACTUAL BACKGROUND

9. The Employees who comprise the Class, including Plaintiff, are non-exempt employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, the Employee Class Members were employed by Defendants and worked in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Class Members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class Members all wages due and owing, including compensation for off-the-clock work, noncompliant meal and rest breaks,

1 and Defendants' failure to furnish accurate wage statements, all in violation of various provisions of
2 the California Labor Code and applicable paragraphs of the IWC Wage Orders.

3 10. During the course of Plaintiff and the Class Members' employment with Defendants,
4 they were not paid all wages they were owed, including for all hours they were performing work tasks
5 or remaining under Defendants' control (resulting in "off-the-clock" work) and for all their overtime
6 hours worked, and they were not paid at the required rates for overtime. This has resulted in systematic
7 and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon
8 information and belief, Defendants subjected Plaintiff and the Class Members to similar policies and
9 practices which resulted in similar violations as to the other similarly situated non-exempt, hourly
10 employees based out of their schools in California.

11 11. Plaintiff was generally scheduled by Defendants to work five days per week for eight
12 to nine hour shifts. Plaintiff's scheduled shift times generally spanned from at least 8:30 a.m. to 5:00
13 p.m. On many occasions, Plaintiff was required to work longer shifts with an additional couple of
14 hours only if it was approved by Defendants for payment at an overtime premium rate of 1.5 times
15 Plaintiff's hourly rate. In spite of this, Plaintiff was required by Defendants to endure substantial off-
16 the-clock work before and after her scheduled shift hours.

17 12. Defendants' policy and practice of requiring systematic off-the-clock work flowed in
18 part from their unlawful timekeeping procedures. Defendants required Plaintiff and the Class
19 members to record timekeeping entries through a mobile application on their personal cell phones.
20 While Defendants required time punch records for shift start and end times and meal period beginning
21 and end times when Plaintiff was at Defendant's premises, they did not allow Plaintiff to record time
22 spent working off Defendant's premises. Defendants also required Plaintiff to work several hours off-
23 the-clock when she was training during her employment, as Defendants required her to read several
24 training materials, and watch hours of mandatory training videos without compensation. Upon
25 information and belief, Class Members were also subject to Defendants' similarly unlawful training
26 practices and policies that resulted in off-the-clock work.

27 13. Additionally, Plaintiff received messages, calls, and emails on her personal cellphone
28 during and after work hours regarding work-related matters. Defendants required Plaintiff and the

1 Class members to use their personal cellphone to communicate with management. Plaintiff was
2 therefore frequently engaged off-the-clock in communicating with and responding to emails and
3 messages from management, which often took up to 1-2 hours per day after work. Additional
4 systematic off-the-clock work occurred in the form of Defendants' failure to compensate Plaintiff and
5 the Class members for such off-the-clock communications.

6 14. Although Plaintiff recorded compliant 30-minute meal periods, Defendant routinely
7 required her to respond to work-related demands during her off-the-clock meal periods, effectively
8 rendering them on-duty meal periods. Plaintiff's meal periods were further interrupted because
9 Defendants required her to promptly respond to email communications from management, and failure
10 to do so would subject her to reprimand.

11 15. Defendants' uniformly applied policies and practices resulted in rampant off-the-clock
12 work, and this in turn resulted in Plaintiff working well over eight hours in her work shifts. Defendants
13 should have paid these hours at the required overtime premium rate, but Defendants' unlawful efforts
14 to write off and minimize overtime hours resulted in further systematic failure to pay all wages at the
15 required rates, including overtime. To whatever extent Defendants paid any of these overtime hours
16 worked, upon information and belief they failed to include all forms of remuneration, such as omitting
17 non-discretionary stipends, in the regular rate used to calculate and pay the overtime that Defendants
18 did pay.

19 16. Plaintiff was therefore not paid for all her hours worked at the required minimum and
20 overtime wage rates due to Defendants' uniformly applied and unlawful policy and practice of
21 requiring Employees to work off-the-clock and without pay. Defendants systematically underpaid
22 Plaintiff and the Class Members by failing to pay them at the required overtime rates for all hours
23 over eight in a work shift or over forty in a work week. Upon information and belief, the Class
24 Members were bound by similar timekeeping policies and endured similar violations at Defendants'
25 hands as Plaintiff.

26 17. Defendants have either failed to maintain timekeeping records for Plaintiff that would
27 permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and
28 the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours worked,

1 and by under-recording regular hours to the detriment of the Class Members, Defendants have
2 committed knowing and intentional ongoing violations of the record keeping requirements under the
3 Labor Code, including section 1174, by either failing to maintain records or maintaining inaccurate
4 ones.

5 18. The failure to pay for all hours worked and underpayment of wages to Plaintiff and
6 the Class Members is and has been a direct consequence of Defendants' unlawful compensation
7 policies and practices, which upon information and belief applied uniformly to the other Class
8 Members. As a result of the above-described unlawful requirements to work off-the-clock, the failure
9 to accurately record all hours worked and pay wages at the correct rates, and the other wage violations
10 they endured at Defendants' hands, Plaintiff and the Class Members were not properly paid all wages
11 earned and all wages owed to them by Defendants, including when working more than eight hours in
12 any given day and/or more than forty hours in any given week.

13 19. Therefore, from at least four years prior to the filing of this lawsuit and continuing to
14 the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
15 worked and failing to pay minimum wages for all time worked, as required by California law. Also,
16 from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants
17 had a consistent policy or practice of failing to pay Employees overtime compensation at premium
18 overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week in
19 violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

20 20. Defendants also failed to provide Plaintiff and the Class Members with their required
21 meal periods and the at least two ten-minute rest breaks required at a minimum for Plaintiff's
22 scheduled shift durations. The above described off-the-clock work contributed to Defendants'
23 common policy of failing to provide lawful meal periods to Plaintiff and the Class Members, as
24 required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly
25 failed to authorize and permit Plaintiff and the employee Class Members to take all required 10-
26 minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

27 21. More specifically, Plaintiff worked shifts that entitled her to at least one meal period,
28 but as addressed above, Defendants failed to authorize and permit Plaintiff and Class Members to

1 take a full 30-minute lunch breaks. Plaintiff was frequently required to respond to work related
2 demands, such as respond to emails and communications from management, during her meal periods.
3 In such instances, Defendants' policies and practices and management pressure compelled her to work
4 through her meal periods, despite Plaintiff's timekeeping records and the meal period appearing to be
5 compliant. Defendants' practices and procedures, coupled with management expectations,
6 contributed to Employees working through meal breaks or not taking them at all.

7 22. Therefore, meal period violations systematically occurred ongoing throughout all of
8 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or a premium
9 wage payment in lieu thereof. To the extent Defendants did pay Plaintiff and the Class members a
10 meal period premium, upon information and belief Defendant failed to pay them a premium pay of
11 one hour at the regular rate and/or failed to include all forms of remuneration beyond hourly wages
12 in the regular hourly rate used to pay the one-hour premium wage. Upon information and belief, the
13 other Class Members were subjected to similar unlawful policies and practices and endured similar
14 violations as Plaintiff.

15 23. Defendants thus failed to provide all the legally required unpaid, off-duty meal periods
16 and all the legally required paid, off-duty rest periods to Plaintiff and the other Class Members, as
17 required by the applicable Wage Order and Labor Code. Plaintiff and other Class Members were
18 required to perform work as ordered by Defendants for more than five hours during a shift without
19 receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice
20 of requiring off-the-clock work in a manner that required Employees to work during breaks, thus
21 leading to further violations.

22 24. Upon information and belief, Defendants' systems did not automatically generate a
23 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
24 into a work shift or in the event the time records reflected a meal period of less than thirty minutes.
25 The pay summaries provided by Defendants to Plaintiff failed to reflect any meal and rest period
26 premiums paid to Plaintiff, despite the fact that Defendants failed to provide Plaintiff and the Class
27 Members with all legally required off-duty, unpaid meal periods and all their legally required off-
28 duty, paid rest periods. However, upon information and belief, in the event Defendants did pay any

1 meal period premiums, they did so at the employee's customary regular rate of hourly compensation
2 without including all forms of remuneration in that hourly rate calculation, for example by omitting
3 non-discretionary stipends and the like from the rate at which meal premiums were paid.

4 25. As a result, Defendants' failure to provide Plaintiff and the Class Members with all
5 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods
6 is and will be evidenced by Defendants' business records, or lack thereof. As further detailed above,
7 Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at each Employee's
8 effective regular hourly rate of compensation for each meal period or rest break that Defendants failed
9 to provide or deficiently provided.

10 26. Therefore, from at least four years prior to the filing of this action and through to the
11 present, Plaintiff and the Class Members were unable to take off-duty breaks or were otherwise not
12 provided with the opportunity to take required breaks as required under the Labor Code and Wage
13 Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Class
14 Members were provided with a meal period, it was often untimely or interrupted, or was
15 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
16 Meal period violations thus occurred in one or more of the following manners:

- 17 (a) Class Members were not provided full thirty-minute duty free meal periods for
18 work days in excess of five hours and were not compensated one hour's wages
19 in lieu thereof, or were not compensated at the correct regular rate of
20 compensation, all in violation of, among others, Labor Code §§ 226.7, 512,
21 and the applicable Industrial Welfare Commission Wage Order(s);
- 22 (b) Class Members were required to work through at least part of their daily meal
23 period(s); and
- 24 (c) Class Members were restricted in their ability to take a full thirty-minute meal
25 period.

26 27. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff
27 and the Class Members to take duty-free, net ten minute rest breaks for every four hours of shift work,
28 or major fraction thereof. Plaintiff and the other similarly situated Class Members were required to

1 remain under Defendants' control and respond to job demands during rest breaks and if they ever
2 received a first break, they were neither authorized nor permitted the opportunity to take a second. In
3 fact, Defendants implemented a written policy prohibiting employees from leaving the premises
4 during their rest breaks, thus requiring Employees to unlawfully remain under their control during
5 what was supposed to be duty free and uninterrupted rest break time.

6 28. While Defendants made some effort to schedule ten-minute rest breaks on some work
7 shifts, they were often short, missed, or frequently interrupted by work-related demands designed by
8 Defendant that resulted in on-duty rest breaks. In fact, Plaintiff was required to remain on the premises
9 during her rest breaks in order to be readily available to respond to work-related demands.

10 29. Defendants' uniformly applied policies and practices thus typically resulted in a failure
11 to authorize and permit rest breaks. Plaintiff and the Class Members worked shifts of at least eight
12 hours, which required them to receive at least two rest breaks. Upon information and belief, the other
13 Class members endured similar violations by Defendants as Plaintiff, and they were entitled to two
14 off-duty ten-minute rest breaks, but Defendants systematically failed to provide them.

15 30. During rest periods, employers must relieve employees of all duties and relinquish
16 control over how employees spend their time. Plaintiff and the Class Members were and are under
17 Defendants' control when they are working through rest breaks and remaining under Defendants'
18 control. Plaintiff and the Employees in the Class were thus not authorized and permitted to take lawful
19 rest periods, were systematically required by Defendants to work through or during breaks, and were
20 not provided with one hour's wages in lieu thereof. They were required to remain on-duty during
21 breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and
22 they were also prevented from leaving the premises and were otherwise required to remain under
23 Defendants' control during rest breaks under Defendants' uniformly applied and unlawful policies
24 and practices. Rest period violations therefore arose in one or more of the following manners:

- 25 (a) Class Members were required to work without being provided a minimum ten
26 minute rest period for every four hours or major fraction thereof worked and
27 were not compensated one hour of pay at their regular rate of compensation for
28 each workday that a rest period was not provided;

- 1 (b) Class Members were not authorized and permitted to take timely rest periods
2 for every four hours worked, or major fraction thereof; and
- 3 (c) Class Members were required to remain on-duty and under Defendants' control
4 during rest periods or otherwise had their rest periods interrupted by work
5 demands.

6 31. Defendants have also consistently failed to provide Class Members with timely,
7 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
8 including by the above-described requirement of off-the-clock work, failure to pay all overtime and
9 failure to pay all wages at the appropriate premium rates, along with failure to pay premium wages
10 for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal
11 period or rest break premium wages and by the systematic and unlawful deductions Defendants took
12 from Employee wages. Defendants have also made it difficult to account with precision for the
13 unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Class,
14 during the liability period, including to the extent they required off-the-clock work or failed to pay
15 overtime wages at the overtime rate and to the extent they did not implement and preserve a record-
16 keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d),
17 and paragraph 7 of the applicable California Wage Orders. Upon information and belief, recorded
18 hours worked were not maintained or were not accurately maintained for work shifts and meal
19 periods, which were automatically presumed by Defendants to have been lawfully provided when
20 they were not. Defendants also failed to accurately record and pay for all regular and overtime hours
21 worked and submitted by Plaintiff and the Class Members, including by failing to pay all overtime
22 hours worked and/or failing to pay it at the correctly calculated overtime premium rate.

23 32. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
24 reporting total hours worked and total wages earned by Plaintiff and the Class Members, along with
25 the appropriate applicable rates, among other requirements. Plaintiff and Class Members are therefore
26 entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b).
27 Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage
28 Orders by failing to maintain time records showing when the employee begins and ends each work

1 period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked
2 by itemizing in wage statements all deductions from payment of wages and accurately reporting total
3 hours worked.

4 33. Defendants also required Plaintiff and the Class Members to work hours off-the-clock
5 before and after their shifts for which they were not compensated. As addressed above, Employees
6 were required to endure off-the-clock work during the on-duty meal and rest periods and were
7 subjected to systematic off-the-clock work. Defendants also failed to pay all overtime premium wages
8 owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as
9 addressed above. Therefore, Defendants have followed a uniform and consistent policy of failing to
10 timey pay all wages owed to Plaintiff and other similarly situated Employees as required by California
11 wage-and-hour laws, including Labor Code § 204. Defendants have also followed a uniform and
12 consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees
13 at the time of their termination or within seventy-two hours of their resignation, as required by
14 California wage-and-hour laws, including Labor Code § 201- 203.

15 34. From at least four years prior to the filing of this lawsuit and continuing to the present,
16 Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting
17 the Employees' earned wages, including by the above described off-the-clock work and on-duty work
18 while on unpaid meal breaks. By not compensating Employees for all hours worked, including at the
19 required wage rates, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

20 35. As a result of these illegal policies and practices, Defendants also engaged in and
21 enforced the following additional unlawful practices and policies against Plaintiff and the Class
22 Members she seeks to represent:

- 23 (a) failing to maintain accurate records of Class Members' hours worked and earned
24 wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section
25 7 of the applicable IWC Wage Orders;
- 26 (b) failing to pay all wages owed to the Class Members twice monthly in accordance
27 with the requirements of Labor Code § 204; and

28 ///

(c) failing to pay all wages owed to Class Members who either were discharged, laid off, or resigned in accordance with the requirements of Labor Code §§ 201-203.

(d) failing to pay Class Members all wages owed, including all meal and rest period premium wages, and failing to pay them at the regular rate of compensation;

36. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class Members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These include the cell phone and internet-related expenses Plaintiff incurred in responding to messages and calls from Defendants. Moreover, Plaintiff was required to download and use a timekeeping application on her personal cellphone. Upon information and belief, the other Class members endured similar violations at Defendants' hands as Plaintiff, and they must be reimbursed for these necessary business expenses under Labor Code § 2802. Defendants systematically failed to do so.

37. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698 *et. seq.*, 2802 and California Code of Regulations, Title 8, section 11000 *et seq.*

38. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

39. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (often referred to as "the Class" or "Class Members") defined as follows: "All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court ("the Class Period"), as non-exempt, hourly employees by Defendants within the State of California." This includes those employed as teachers, and in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

- 1 a. Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated
2 for all hours worked for Defendants at the applicable minimum wage.
- 3 b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not
4 compensated for all hours worked for Defendants at the required rates of pay, including
5 for all hours worked in excess of eight in a day and/or forty in a week.
- 6 c. Subclass 3. Meal Period Subclass. All Class Members who were subject to Defendants'
7 policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free
8 meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 9 d. Subclass 4. Rest Break Subclass. All Class Members who were subject to Defendants'
10 policy and/or practice of failing to authorize and permit Employees to take
11 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major
12 fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay
13 in lieu thereof.
- 14 e. Subclass 5. Unauthorized Deductions from Wages Subclass. All Class Members who
15 were subject to Defendants' policy and/or practice of deducting wages earned from their
16 pay, including by requiring off-the-clock work.
- 17 f. Subclass 6. Wage Statement Subclass. All Class Members who, within the applicable
18 limitations period, were not provided with accurate itemized wage statements.
- 19 g. Subclass 7. Payroll Records Subclass. All Class Members who were subject to
20 Defendants' policy and/or practice of failing to keep accurate time and wage records as
21 required by California wage-and-hour laws.
- 22 h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All Class Members
23 who were subject to Defendants' policy and practice of not timely paying all wages
24 earned when they were due and payable at least twice monthly.
- 25 i. Subclass 9. Termination Pay Subclass. All Class Members who, within the applicable
26 limitations period, either voluntarily or involuntarily separated from their employment
27 and were subject to Defendants' policy and/or practice of failing to timely pay wages
28 upon termination.

1 j. Subclass 10. Expense Reimbursement Subclass. All Class Members who incurred
2 necessary and reasonable expenses in connection with performing their job duties for
3 Defendants and who were subject to a policy and/or practice under which such expenses
4 were not reimbursed.

5 k. Subclass 11. UCL Subclass. All Class Members who are owed restitution as a result of
6 Defendants' business acts and practices, to the extent such acts and practices are found
7 to be unlawful, deceptive, and/or unfair.

8 40. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
9 the class description with greater particularity or to provide further division into subclasses or
10 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
11 against Defendants, the Class Period should be adjusted accordingly.

12 41. Defendants, as a matter of company policy, practice and procedure, and in violation
13 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
14 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a
15 practice whereby Defendants failed to correctly calculate and pay compensation for the time worked
16 by the Plaintiff and the other members of the Class, even though Defendants enjoyed the benefit of
17 this work, required Employees to perform this work and permitted or suffered to permit this work.
18 Defendants have uniformly denied these Class Members wages to which these employees are entitled,
19 and failed to provide meal periods or authorize and permit rest periods, in order to unfairly cheat the
20 competition and unlawfully profit.

21 42. This action has been brought and may properly be maintained as a class action under
22 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest
23 in this litigation and the proposed Class is easily ascertainable from the employment records for
24 Plaintiff and the Class Members that Defendants are required to maintain under California law.

25 **A. Numerosity**

26 43. The potential members of the class as defined are so numerous that joinder of all the
27 member of the class is impracticable. While the precise number of Class Member has not been
28 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time

period relevant to this lawsuit employed, at least over one hundred Employees who satisfy the Class definition within the State of California. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all Class Members.

B. Commonality

44. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- g. Whether Defendants' conduct was willful;
- h. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;
- i. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages

and work periods;

j. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;

k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

l. Whether Defendants violated Labor Code § 221;

m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;

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

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

C. Typicality

45. The claims of the named plaintiff are typical of those of the other Employees. The Employee Class Members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the off-the-clock work and meal and rest violations she was required to endure are typical of those of the other Class Members.

D. Adequacy of Representation

46. Plaintiff will fairly and adequately represent and protect the interest of the Employee Class Members. Counsel who represents Plaintiff and the Employees in the Class are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

47. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee in the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

1 48. As to the issues raised in this case, a class action is superior to all other methods for
2 the fair and efficient adjudication of this controversy, as joinder of all Class Members is impracticable
3 and many legal and factual questions to be adjudicated apply uniformly to all Class Members. Further,
4 as the economic or other loss suffered by vast numbers of Class Members may be relatively small,
5 the expense and burden of individual actions makes it difficult for the Class Members to individually
6 redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action
7 is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity
8 is achieved. There will be relatively little difficulty in managing this case as a class action, and
9 proceeding on a class-wide basis will permit Employees to vindicate their rights for violations they
10 endured which they would otherwise be foreclosed from receiving in a multiplicity of individual
11 lawsuits that would be cost prohibitive to them.

12 49. Class action treatment will allow those persons similarly situated to litigate their
13 claims in the manner that is most efficient and economical for the parties and the judicial system.
14 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
15 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would set
16 forth the subject and nature of the instant action. The Defendants' own business records can be utilized
17 for assistance in the preparation and issuance of the contemplated notices. To the extent that any
18 further notice is required additional media and/or mailings can be used.

19 50. Defendants, as prospective and actual employers of the Employees in the Class, had a
20 special fiduciary duty to disclose to prospective Class Members the true facts surrounding
21 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
22 Employees as well as the effect of any alleged arbitration agreements that may have been forced upon
23 them. In addition, Defendants knew they possessed special knowledge about pay practices and
24 policies, most notably intentionally refusing to pay for all hours actually worked which should have
25 been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
26 and policies and practices on the Employees and Class as a whole.

27 51. Plaintiff and the Employees in the Class did not discover the fact that they were entitled
28 to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there ever any

1 discussion about Plaintiff's and the Class Members' waiver of their Constitutional rights of trial by
2 jury, right to collectively organize and oppose unlawful pay practices under California law as well as
3 obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes
4 of limitation were tolled until such time as Plaintiff and the Class Members discovered their claims.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGES**

7 **(Against All Defendants)**

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

10 53. Defendants failed to pay Employees minimum wages for all hours worked. Defendants
11 had a consistent policy of failing to pay Employees for all hours worked. Employees would work
12 hours and not receive wages, including as alleged above in connection with off-the-clock work,
13 including all the time required to remain on duty and under Defendants' control during breaks and
14 due to the work demands placed upon them by Defendants' management. Defendants' uniformly
15 applied policies required systematic off-the-clock work and underpayment of all wages owed to
16 Employees over a period of time, while benefiting Defendants. During the relevant time period,
17 Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class Members, including
18 by requiring systematic off-the-clock work. To the extent any local wage ordinances were also
19 applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed
20 to comply with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour
21 practices manifested, without limitation, applicable to the Class as a whole, as a result of
22 implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the
23 other members of the Class as to minimum wage pay.

24 54. In California, employees must be paid at least the applicable state minimum wage for
25 all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs
26 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to California Labor
27 Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay
28 its employees for all hours worked. Defendants failed to do so.

1 55. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
2 “The minimum wage for employees fixed by the commission is the minimum wage to be paid to
3 employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable
4 minimum wage rate fixed by the commission for work during the relevant period is found in the Wage
5 Orders.

6 56. The minimum wage provisions of California Labor Code are enforceable by private
7 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work
8 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
9 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of
10 the full amount of this minimum wage or overtime compensation, including interest thereon,
11 reasonable attorney’s fees and costs of suit.”

12 57. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
13 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
14 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders
15 entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours
16 worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence
17 of a contractually agreed upon one.

18 58. In committing these violations of the California Labor Code, Defendants inaccurately
19 recorded, or required Plaintiff and the Class Members to input times that did not reflect their actual
20 hours worked, or miscalculated hours or rates or otherwise underpaid the actual time worked by
21 Plaintiff and other members of the Class, including by requiring off-the-clock work as addressed in
22 detail above. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and
23 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
24 requirements and other applicable laws and regulations. As a result of these violations, Defendants
25 also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

26 59. California Labor Code § 1194.2 also provides for the following remedies: “In any
27 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
28 minimum wages fixed by an order of the commission, an employee shall be entitled to recover

1 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

2 60. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
3 1197.1, Plaintiff and Class Members are entitled to recover a penalty of \$100.00 for the initial failure
4 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
5 employee minimum wages.

6 61. Pursuant to California Labor Code § 1194.2, Plaintiff and Class Members are further
7 entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest
8 thereon.

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

12 63. Plaintiff and the Class Members are entitled to recover the unpaid minimum wages
13 and local wage ordinance wages and liquidated damages in an amount equal to the minimum wages
14 unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to
15 California Labor Code § 1194(a). Plaintiff and the other members of the Class further request
16 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
17 of any statutory penalties against Defendants, in a sum as provided by the California Labor Code
18 and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed
19 to the Class Members who have terminated their employment, Defendants’ conduct also violates
20 Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
21 penalties under California Labor Code § 203, which penalties are sought herein on behalf of these
22 Class Members. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204
23 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate
24 wage statements. Defendants’ conduct as alleged herein was willful, intentional, and not in good faith.
25 Further, Plaintiff and other Class Members are entitled to seek and recover statutory costs.

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1 **SECOND CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 65. California Labor Code § 1194 provides that “any employee receiving less than the
7 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
8 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
9 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
10 may be maintained directly against the employer in an employee’s name without first filing a claim
11 with the Division of Labor Standards and Enforcement.

12 66. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
13 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
14 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
15 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
16 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one
17 workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in
18 any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a
19 workweek.

20 67. Defendants had a consistent policy of not paying Employees wages for all hours
21 worked, including by requiring off-the-clock work as addressed above, by under-reporting actual
22 hours worked, and by requiring Employees to do so as well. Defendants have also failed to include
23 all forms of remuneration in the regular rate of pay used to calculate and pay overtime and failed to
24 begin paying overtime when it was incurred due to the off-the-clock work, or otherwise simply failed
25 to pay overtime premium wages for all hours over eight in a shift and forty in a week, as detailed
26 above.

27 68. Defendants thus had a consistent policy of not paying Employees wages for all hours
28 worked, including hours at their required regular and overtime rates. Defendants, and each of them,

1 have intentionally and improperly rounded, changed, adjusted and/or modified certain employees'
2 hours, including Plaintiff's, or required Plaintiff and the Class Members to do so, or otherwise caused
3 them to work off-the-clock to avoid paying Plaintiff and the Class Members all earned and owed
4 straight time and overtime wages and other benefits, in violation of the California Labor Code, the
5 California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of
6 Labor Standards and Enforcement. Defendants have also violated these provisions by requiring
7 Plaintiff and other similarly situated non-exempt employees to work through meal periods or remain
8 under Defendants' control when they were required to be clocked out or to otherwise work off-the-
9 clock to complete their daily job duties and respond to demands from Defendants' management.

10 69. Therefore, Employees were not properly compensated, nor were they paid overtime
11 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
12 Based on information and belief, Defendants did not make available to Employees a reasonable
13 protocol for correcting time records when Employees worked overtime hours or to fix incorrect time
14 entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants
15 have also violated these provisions by requiring Plaintiff and other similarly situated Class Members
16 to work through meal periods when they were required to be clocked out or to otherwise work off-
17 the-clock to complete their daily job duties.

18 70. Defendants' failure to pay Plaintiff and the Class Members the unpaid balance of
19 regular wages owed and overtime compensation for all hours worked, as required by California law,
20 violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC
21 Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the regular rate
22 used to calculate and pay overtime, and meal and rest premiums, as addressed above.

23 71. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions
25 regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as
26 follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period
27 for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
28 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each

1 pay period for which the employee was underpaid in addition to an amount sufficient to recover
2 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
3 employee.” Labor Code § 558(c) states, “the civil penalties provided for in this section are in addition
4 to any other civil or criminal penalty provided by law.” Defendants have violated provisions of the
5 Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly,
6 Plaintiff and the Class Members seek the remedies set forth in Labor Code § 558.

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

13 73. Employees have been damaged by these violations of California Labor Code §§ 204
14 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor
15 Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for
16 causing Employees “to work for longer hours than those fixed, or under conditions of labor prohibited
17 by an order of the commission” or if the employer pays “a wage less than the minimum fixed by an
18 order of the commission” or “violates...any provision of this chapter or any order or ruling of the
19 commission.”

20 74. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
21 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
22 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all
23 their unpaid wages and overtime compensation for all their hours worked, with interest, plus their
24 reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against
25 Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other
26 statutes.

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1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 76. Employees regularly worked shifts greater than five (5) hours and in some instances,
7 greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC
8 Wage Order, an employer may not employ someone for a shift of more than five (5) hours without
9 providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than
10 ten (10) hours without providing him or her with a second meal period of not less than thirty (30)
11 minutes.

12 77. Defendants failed to provide Employees with meal periods as required under the Labor
13 Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required to work
14 or to otherwise remain under Defendants' control during meal periods, or Employees otherwise had
15 them interrupted by work demands and requirements to perform off-the-clock work and remain under
16 Defendants' control. Furthermore, upon information and belief, on the occasions when Employees
17 worked more than ten hours in a given shift, they did so without receiving a second uninterrupted
18 thirty-minute meal period as required by law.

19 78. Defendants thus failed to provide Plaintiff and the Class Members with meal periods
20 as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not
21 providing them with the opportunity to take meal breaks, by providing them late or for less than thirty
22 minutes, or by requiring them to perform work during breaks.

23 79. Moreover, Defendants failed to compensate Employees for each meal period not
24 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
25 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
26 a meal period in accordance with this section, the employer shall pay the employee one (1) hour of
27 pay at the employee's regular rate of compensation for each workday that the meal period is not
28 provided. As detailed above, on the occasions when Defendants did pay any meal period premiums,

1 they upon information and belief underpaid them by miscalculating the regular rate of compensation
2 by not including all forms of remuneration in it. Defendants thus failed to compensate the Employees
3 in the Class for each meal period not provided or inadequately provided, as required under Labor
4 Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

5 80. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable
6 IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to one (1) hour
7 of wages at their effective hourly rates of pay for each meal period not provided or deficiently
8 provided, a sum to be proven at trial, as well as the assessment of any statutory penalties against the
9 Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and
10 applicable IWC Wage Order paragraphs.

11 **FOURTH CAUSE OF ACTION**

12 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

13 **(Against All Defendants)**

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

16 82. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
17 that employers must authorize and permit all employees to take rest periods at the rate of ten minutes
18 net rest time per four (4) work hours.

19 83. Employees consistently worked consecutive four hour shifts and were generally
20 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit
21 them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage
22 Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive
23 four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than
24 ten minutes for each consecutive four hour shift. Defendants made little effort to schedule or
25 otherwise authorize and permit Plaintiff and the Class Members to take lawful rest breaks. Employees
26 were often required to work or to otherwise remain under Defendants' control during rest periods,
27 including by responding to work requirements and having breaks provided untimely as a result of the
28 above described off-the-clock work. Plaintiff and the Class Members were also not permitted to leave

1 their work premises during rest breaks.

2 84. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders
3 provide that if an employer fails to provide an employee rest period in accordance with this section,
4 the employer shall pay the employee one hour of pay at the employee's regular rate of compensation
5 for each workday that the rest period is not provided. Defendants failed to do so.

6 85. Defendants, and each of them, have therefore intentionally and improperly denied rest
7 periods to Plaintiff and the Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph
8 12 of the applicable IWC Wage Orders.

9 86. Defendants failed to authorize and permit Plaintiff and the Class Members to take rest
10 periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with
11 an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to
12 provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and
13 20 of the applicable IWC Wage Orders.

14 87. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable
15 IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour of wages at
16 their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be
17 proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of
18 them, in a sum as provided by the Labor Code and/or other statutes.

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 226(a)**

21 **(Against All Defendants)**

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

24 89. California Labor Code § 226(a) requires an employer to furnish each of his or her
25 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
26 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
27 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
28 the employee's wages; or, if wages are paid by cash or personal check, these statements may be given

1 to the employee separately from the payment of wages; in either case the employer must give the
2 employee these statements twice a month or each time wages are paid.

3 90. Defendants failed to provide Plaintiff and the similarly situated Employee Class
4 Members with accurate itemized wage statements in writing, as required by the Labor Code and
5 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
6 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
7 including for all overtime worked and for deficient meal periods and rest breaks, all of which
8 Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

9 91. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff
10 and the Class Members, upon each payment of wages, itemized statements accurately showing: (1)
11 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
12 and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6)
13 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
14 only the last four digits of his or her social security number or an employee identification number
15 other than a social security number, (8) the name and address of the legal entity that is the employer
16 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate by the employee pursuant to Labor Code § 226 and paragraph 7 of
18 the applicable IWC Wage Orders, amongst other statutory requirements. Defendants knowingly and
19 intentionally failed to provide Plaintiff and the Class Members with such timely and accurate wage
20 and hour statements.

21 92. Plaintiff and the Class Members suffered injury as a result of Defendants' knowing
22 and intentional failure to provide them with the wage and hour statements as required by law and are
23 presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
24 Defendants have failed to provide an accurate wage statement, failed to provide accurate and complete
25 information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and
26 the Plaintiff and Class Members cannot promptly and easily determine from the wage statement alone
27 one or more of the following: (i) The amount of the gross wages or net wages paid to the employee
28 during the pay period or any of the other information required to be provided on the itemized wage

1 statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions
2 the employer made from gross wages to determine the net wages paid to the employee during the pay
3 period, (iii) The name and address of the employer and, (iv) The name of the employee and only the
4 last four digits of his or her social security number or an employee identification number other than
5 a social security number. For purposes of Labor Code § 226(e) “promptly and easily determine”
6 means a reasonable person [i.e. an objective standard] would be able to readily ascertain the
7 information without reference to other documents or information.

8 93. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
9 are required “to pay each employee, on the established payday for the period involved, not less than
10 the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code §
11 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under
12 conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class Members may
13 therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the
14 applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage
15 Orders.

16 94. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code §
17 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
18 Class suffered injuries, including among other things confusion over whether they received all wages
19 owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to
20 make mathematical computations to analyze whether the wages paid in fact compensated them
21 correctly for all hours worked.

22 95. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC
23 Wage Order, Plaintiff and the Employee Class Members are entitled to recover the greater of all actual
24 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
25 dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of
26 four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award of costs and
27 reasonable attorneys’ fees.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

3 **(Against All Defendants)**

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

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

10 98. During the course of Plaintiff's and Employees' employment, Defendants consistently
11 failed to maintain accurate time and wage records for Plaintiff and Class Members as required by
12 California Labor Code § 1174 by failing to pay them proper wages, overtime, and premium pay as
13 discussed above and failing to document and pay for actual hours worked.

14 99. Defendants are also required by the California Labor Code § 1198 and the applicable
15 Wage Order to maintain a tracking system that accurately records Employees work times.

16 100. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
17 knew wages to be due but failed to pay them.

18 101. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor
19 Code including § 1174.5, for the three years prior to the filing of this Complaint.

20 **SEVENTH CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE § 204**

22 **(Against All Defendants)**

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

25 103. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
26 employment are due and payable twice during each calendar month, on days designated in advance
27 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
28 of any calendar month shall be paid for between the 16th and the 26th day of the month during which

1 the labor was performed, and labor performed between the 16th and the last day, inclusive, of any
2 calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally,
3 the requirements of this section shall be deemed satisfied by the payment of wages for weekly,
4 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
5 the close of the payroll period.” As detailed above, Defendants maintained a consistently applied
6 policy and practice of not paying all wages earned between the 1st and 15th days of a month between
7 the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month
8 between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages
9 earned by not more than seven calendar days following the close of the payroll period.

10 104. All wages due and owing to Plaintiff and the Class Members, including as required
11 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required
12 by Labor Code § 1194 and other sections became due and payable to each employee in each pay
13 period that he or she was not provided with a meal period or rest period or paid straight or overtime
14 wages to which he or she was entitled.

15 105. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages
16 due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable
17 IWC Wage Orders, employers are required “to pay each employee, on the established payday for the
18 period involved, not less than the applicable minimum wage for all hours worked in the payroll period,
19 ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed
20 by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class
21 Members may therefore pursue damages and penalties for violations of Labor Code § 204 and
22 paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the
23 applicable IWC Wage Orders.

24 106. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
25 represent have been deprived of wages in amounts to be determined at trial, and they are entitled to
26 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to
27 Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
28 Wage Orders.

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

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

108. Plaintiff and numerous Class Members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

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

110. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment. Additionally, Defendants failed to pay Plaintiff her final check at the time of her termination.

111. Defendants thus failed to pay Plaintiff and the Class Members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off-the-clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

112. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class Members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer hours than those fixed, or

1 under conditions of labor prohibited by an order of the commission” or if the employer pays “a wage
2 less than the minimum fixed by an order of the commission” or “violates...any provision of this
3 chapter or any order or ruling of the commission.”

4 113. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
5 Employee Class Members to penalties under Labor Code § 203 and the applicable paragraphs of the
6 IWC Wage Orders as addressed above, including the requirement that an employee’s wages shall
7 continue until paid for up to thirty (30) days from the date they were due.

8 **NINTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 221**
10 **(Against All Defendants)**

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

13 115. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive
14 from an employee any part of wages theretofore paid by said employer to said employee.”
15 Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and
16 public policy, an employer must timely pay its employees for all hours worked. Defendants failed to
17 do so.

18 116. Defendants unlawfully received and/or collected wages from the Employees in the
19 Class by requiring off-the-clock work, by miscalculating or not paying overtime, and by automatically
20 deducting time for meal periods when they were not lawfully provided and not paying one hour of
21 pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff
22 and the other Class Members, as alleged above. By not compensating Employees for all hours worked,
23 Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

24 117. As a direct and proximate cause of the unauthorized deductions, Employees have been
25 damaged, in an amount to be determined at trial.

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1 **TENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**

3 **(Against All Defendants)**

4 118. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full
5 herein.

6 119. Plaintiff is informed and believes and based thereon alleges that throughout the period
7 applicable, Defendants required Plaintiff and the Class Members to pay for necessary work related
8 expenses they incurred. Defendants required Plaintiff and the Class Members to use their personal
9 cellular phones to communicate about work related business and failed to reimburse as addressed
10 above. Plaintiff and the Class Members must be reimbursed for these necessary business expenses
11 under Labor Code § 2802 and Defendants systematically failed to do so.

12 120. Defendants thus followed a uniform policy and practice of failing to reimburse
13 Employees for these necessary work related expenses or losses incurred in direct discharge of their
14 job duties during employment with Defendants and at the direction of the Defendants pursuant to
15 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

16 121. Defendants' knowing and willful failure to reimburse lawful necessary work related
17 expenses and losses to Plaintiff and the Class Members resulted in damages because, among other
18 things, Defendants did not inform employees of their right to be reimbursed for those work related
19 expenses. As Defendants failed to inform and misled Plaintiff and the Class Members with regard to
20 their rights, Plaintiff and the Class Members were led to believe that incurring those lawful and
21 necessary expenses was an expected and essential function of their employment with Defendants and
22 that failure to incur those expenses would have adverse consequences on their employment.

23 122. Therefore, Plaintiff and the Class Members are entitled to reimbursement for any and
24 all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the
25 applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed by
26 Defendants, as well as accrued interest on those expenses that were not reimbursed from the date
27 Plaintiff and the Class Members incurred those expenses. Further, Plaintiff and the Class Members
28 are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

1 **ELEVENTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 123. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public, brings
6 this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
7 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
8 and the general public. Plaintiff seeks to enforce important rights affecting the public interest within
9 the meaning of Code of Civil Procedure § 1021.5.

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

13 125. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
14 practices. By the conduct alleged herein, Defendants’ practices were deceptive and fraudulent in that
15 Defendants’ policy and practice failed to provide the required amount of compensation for missed
16 meal and rest breaks, and failed to adequately compensate Plaintiff and Class Members for all hours
17 worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to the
18 applicable California Labor Code and Industrial Welfare Commission requirements in violation of
19 California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue
20 injunctive and equitable relief, pursuant to California Business & Professions Code § 17203,
21 including restitution of wages wrongfully withheld.

22 126. Wage-and-hour laws express fundamental public policies. Paying employees their
23 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
24 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to
25 enforce minimum labor standards, to ensure that employees are not required or permitted to work
26 under substandard and unlawful conditions, and to protect law-abiding employers and their
27 employees from competitors who lower costs to themselves by failing to comply with minimum labor
28 standards.

1 127. Defendants have violated statutes and public policies. Through the conduct alleged in
2 this Complaint Defendants have acted contrary to these public policies, have violated specific
3 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
4 violation of Business & Professions Code § 17200 *et seq.*, which conduct has deprived Plaintiff, all
5 persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed
6 to all employees under the law.

7 128. Defendants' conduct, as alleged above, constitutes unfair competition in violation of
8 the Business & Professions Code § 17200 *et seq.*

9 129. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
10 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
11 reasonable care should have known that their conduct was unlawful; therefore, their conduct violates
12 the Business & Professions Code § 17200 *et seq.*

13 130. By the conduct alleged herein, Defendants have engaged and continue to engage in a
14 business practice which violates California and federal law, including but not limited to, the
15 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
16 Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should
17 issue declaratory and other equitable relief pursuant to California Business & Professions Code §
18 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition,
19 including restitution of wages wrongfully withheld.

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

22 132. Unless restrained by this Court Defendants will continue to engage in such unlawful
23 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such
24 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use
25 by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the
26 Business & Professions Code, including but not limited to the disgorgement of such profits as may
27 be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

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TWELFTH CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ.
(Against All Defendants)

133. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

134. Plaintiff and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time period.

135. As such, Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*

136. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for the violations of the above-addressed underlying claims and seeking penalties as specified by the applicable corresponding provision, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit

1 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof,
2 under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable
3 IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including
4 under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7,
5 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and
6 costs pursuant to Labor Code § 2699(g)(1);

7 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to
8 provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure
9 to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
10 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
11 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
12 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and
13 also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
14 providing inaccurate wage statements and failing to maintain records as required under Labor Code
15 § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code
16 §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in
17 the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and
18 one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

19 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,
20 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,
21 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor
22 Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the
23 applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code §
24 2699(g)(1);

25 (e) Unlawful Deductions and Failure to Reimburse Business Expenses: For
26 Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary
27 work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and
28 Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available

1 and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and
2 paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor
3 Code § 2699(g)(1); and

4 (f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For
5 Labor Code §§ 212, 2810.5, and any above addressed violation of the applicable provisions of the
6 Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code
7 § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
8 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
9 Labor Code § 2699(g)(1).

10 137. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks
11 the penalties and remedies set forth in Labor Code § 558, which states:

12 (a) Any employer or other person acting on behalf of an employer who violates,
13 or causes to be violated, a section of this chapter or any provision regulating hours and days of work
14 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
15 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
16 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
17 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
18 pay period for which the employee was underpaid in addition to an amount sufficient to recover
19 underpaid wages...

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

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

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138. Plaintiff has exhausted his administrative remedies by submitted a certified letter to the LWDA and Defendants on August 1, 2025 (LWDA-CM-1116099-25) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 1174.5, as may be proven;
9. For restitution and/or damages and penalties for Defendants' failure to pay all wages due twice monthly under Labor Code § 204, as may be proven;

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1 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired
2 in an amount equal to their daily wage times thirty (30) days, as may be proven;

3 11. For restitution and/or damages for all amounts unlawfully withheld from the wages
4 for all Class Members in violation of Labor Code § 221, as may be proven;

5 12. For damages and restitution for failure to reimburse all reasonable and necessary
6 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

7 13. For restitution for unfair competition pursuant to Business & Professions Code
8 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

9 14. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

10 15. For penalties under Labor Code § 558, as may be proven;

11 16. For an order enjoining Defendants and their agents, servants, and employees, and all
12 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
13 adumbrated in this Complaint;

14 17. For other wages and penalties under the Labor Code as may be proven;

15 18. For all general, special, and incidental damages as may be proven;

16 19. For an award of pre-judgment and post-judgment interest;

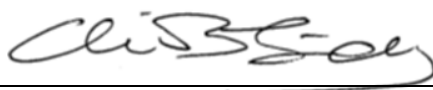
17 20. For an award providing for the payment of the costs of this suit;

18 21. For an award of attorneys' fees; and

19 22. For such other and further relief as this Court may deem proper and just.

20
21 DATED: October 10, 2025

D.LAW, INC.

22
23 By: 

David Yeremian

Alvin B. Lindsay

William Tran

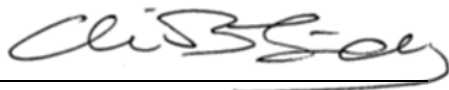
Attorneys for Plaintiff LAURA XH STUI
and all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff LAURA XH STUI hereby demands trial of her claims by jury to the extent authorized by law.

DATED: October 10, 2025

D.LAW, INC.

By: 
David Yeremian
Alvin B. Lindsay
William Tran
Attorneys for Plaintiff LAURA XH STUI
and all others similarly situated

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

Rafael Gonzalez, Esq.
rgonzalez@mullenlaw.com
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 112 E. Victoria Street
 Santa Barbara, CA 93101

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

Executed on October 10, 2025, at Glendale, California.

California.



Sasha Zambrano