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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

SHYLAN WILLIAMS, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

BATH & BODY WORKS, LLC, BATH & BODY
WORKS DIRECT, INC., and BATH & BODY
WORKS, INC.,

Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

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By: Andrel Gospel,
Deputy Clerk

Case No. **25CV160724**

COMPLAINT FOR:

- (1) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 204, 1194, 1198);
- (2) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 1182.11, 1182.12, 1194, 1197, and 1197.1);
- (3) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 510 and 1194);
- (4) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 226.7 and 512)
- (5) Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code § 226.7);
- (6) Penalties Pursuant to Cal. Lab. Code § 2699(a) (Violations of Cal. Lab. Code § 226); and

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**(7) Penalties Pursuant to Cal. Lab. Code §
2699(a) (Violations of Cal. Lab. Code
§§ 201-203)**

DEMAND FOR JURY TRIAL.

1 Plaintiff Shylan Williams (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendants Bath & Body Works, LLC,
5 Bath & Body Works Direct, Inc. and Bath & Body Works, Inc. (“Defendants” or “Bath & Body
6 Works”) on behalf of the State of California and all former and current non-exempt and/or hourly
7 employees of Defendants who worked for Defendants in California at any time during the relevant
8 time period (the “Aggrieved Employees”).

9 2. Throughout the relevant time period, Plaintiff and Aggrieved Employees have been
10 denied proper payment for all hours worked, including minimum wage and overtime, for pre-shift
11 and post-shift off-the-clock work. Plaintiff and Aggrieved Employees have also been denied code-
12 complaint meal and rest breaks, or wages in lieu thereof. Furthermore, throughout the relevant time
13 period, Defendants have failed to provide Plaintiff and Aggrieved Employees timely and compliant
14 wage statements and have failed to pay all wages owed after separation of employment to Plaintiff
15 and Aggrieved Employees, pursuant to California law.

16 3. Defendants failed to properly compensate Plaintiff and Aggrieved Employees for work
17 performed while “off-the-clock,” including but not limited to pre-shift work, where Plaintiff and
18 Aggrieved Employees are directed to arrive ten to fifteen minutes early for her shifts and to begin
19 working by, *inter alia*, assisting customers, stocking the floor, and watching pre-recorded training
20 videos about the current products and sales, and post-shift work, where Plaintiff and Aggrieved
21 Employees were directed to clock out then undergo a security and bag-check. Plaintiff and Aggrieved
22 Employees would often spend about 20 minutes in a security and bag-check line before undergoing
23 the check. In addition, when Plaintiff and Aggrieved Employees worked a closing shift, they were
24 instructed to wait until all other employees had completed their security and bag-check before being
25 permitted to leave the store.

26 4. Defendants also failed to provide code-compliant meal and rest periods to Plaintiff and
27 Aggrieved Employees. Defendants required that Plaintiff and Aggrieved Employees continue
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1 working during her clocked-out meal periods and rest periods. Moreover, Defendants required that
2 Plaintiff and Aggrieved Employees undergo a security and bag check after clocking out for their meal
3 break or starting their rest period if they left the store during their meal or rest periods.

4 5. Moreover, Defendants failed to pay Plaintiff and Aggrieved Employees one additional
5 hour of pay at their regular rate of compensation for each workday that a compliant meal and/or rest
6 period was not provided.

7 6. Defendants' failure to timely pay earned premium wages for missed and/or
8 noncompliant meal and rest periods was/is willful and/or intentional.

9 7. Plaintiff and Aggrieved Employees bring this action to challenge Defendants' policies
10 and practices of (1) failing to pay Plaintiff and Aggrieved Employees all minimum wages owed; (2)
11 failing to compensate Plaintiff and Aggrieved Employees for all hours worked; (3) failing to pay
12 Plaintiff and Aggrieved Employees overtime wages; (4) failing to provide compliant meal periods,
13 or pay premium wages in lieu thereof; (5) failing to provide compliant rest periods, or pay premium
14 wages in lieu thereof; (6) failing to provide Plaintiff and Aggrieved Employees accurate, itemized
15 wage statements; and (7) failing to timely pay Plaintiff and Aggrieved Employees full wages upon
16 termination or resignation.

17 8. Plaintiff and Aggrieved Employees seek penalties under the Labor Code Private
18 Attorneys General Act of 2004 ("PAGA").

19 **JURISDICTION AND VENUE**

20 9. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA.
21 The Court also has jurisdiction over Defendants because Defendants do business in the State of
22 California and are registered with the California Secretary of State.

23 10. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393
24 and/or 395.5. Defendants conduct business in this County, employ Aggrieved Employees in this
25 County, have jobsites in this County, and therefore liability, as well as the cause, or some part of the
26 cause, arose in this County.

PARTIES

11. Plaintiff Shylan Williams is an individual over the age of eighteen, and at all times relevant to this Complaint was a resident of California. Plaintiff was employed as a non-exempt “seasonal associate” by Defendants at the Bath & Body Works store located in Bakersfield, California from approximately November 2024 to December 2024.

12. Plaintiff is informed, believes, and thereon alleges that Defendant Bath & Body Works, LLC is a Delaware limited liability company with its principal place of business located in Columbus, Ohio, and is registered to do business in California. Defendant Bath & Body Works, LLC may be served with process by serving its registered agent, CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.

13. Plaintiff is informed, believes, and thereon alleges that Defendant Bath & Body Works Direct, Inc. is a Delaware corporation with its principal place of business located in Columbus, Ohio. Defendant Bath & Body Works Direct, Inc. may be served with process by serving its registered agent, CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833.

14. Plaintiff is informed, believes, and thereon alleges that Defendant Bath & Body Works, Inc. (formerly L Brands, Inc.) is a Delaware corporation with its principal place of business located in Columbus, Ohio. Defendant Bath & Body Works, Inc. may be served with process by serving its registered agent, Corporation Service Company, 1160 Dublin Road, Suite 400, Columbus, Ohio 43215.

15. Plaintiff is informed, believes, and thereon alleges that, in California, Defendants own, operate, and/or manage retail stores throughout the state doing business as Bath & Body Works. Plaintiff is informed, believes, and thereon alleges that Defendants employ, individually and/or jointly, Aggrieved Employees, among other hourly employees, in this County and throughout California.

16. Plaintiff is informed, believes, and thereon alleges that Defendants jointly exercised control over Plaintiff and Aggrieved Employees with respect to their employment.

17. Plaintiff is informed and believes that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

18. At all material times, Defendants have done business under the laws of California, have had places of business in California, including in Alameda County, and have employed Aggrieved Employees in this County and elsewhere throughout California. Defendants are “person[s]” as defined in Labor Code § 18, and are “employer[s]” as that term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions.

19. Defendants employ Aggrieved Employees, because Defendants, directly or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of Plaintiff and similarly situated employees.

FACTUAL ALLEGATIONS

20. Defendants operate a chain of retail stores throughout the United States and California. Defendants employ thousands of hourly non-exempt workers similarly situated to Plaintiff across these facilities.

21. Plaintiff worked at the Bath & Body Works store in Bakersfield, California as a non-exempt employee as a “seasonal associate” from approximately November 2024 to December 2024. Plaintiff was paid at an hourly rate of approximately \$17.00. While Plaintiff’s shifts varied in length, on average, Plaintiff worked four to eight hours, or more, per shift and one to four shifts per week.

22. Aggrieved Employees were and are employed by Defendants and performed work materially similar to Plaintiff throughout California, including in this County.

23. Aggrieved Employees perform their jobs under Defendants' supervision and using materials and technology approved and supplied by Defendants.

24. Aggrieved Employees are required to follow and abide by common work, time, and pay policies and procedures in the performance of their jobs.

25. At the end of each pay period, Aggrieved Employees receive wages from Defendants

1 that are determined by common systems and methods that Defendants select and control.

2 26. Defendants pay Aggrieved Employees on an hourly rate basis.

3 27. As a matter of practice, Bath & Body Works requires that Plaintiff and Aggrieved
4 Employees arrive at work early and start working for Defendants' benefit before clocking in. Prior
5 to allowing Plaintiff and Aggrieved Employees to clock in for the beginning of their shift, Bath &
6 Body Works instructs Plaintiff and Aggrieved Employees to, without limitations, assist customers,
7 stock the sales floor, and watch pre-recorded training videos about the current products and sales.
8 These daily videos last approximately three to five minutes. Plaintiff and Aggrieved Employees
9 normally arrive ten to fifteen minutes before their scheduled start time.

10 28. Bath & Body Works also requires that Plaintiff and Aggrieved Employees undergo a
11 security and bag-check every time they left the store, including during a rest break and after clocking
12 out for a meal break and for the end of their shift. At the end of their shift, Plaintiff and Aggrieved
13 Employees clock out and then regularly wait up to 20 minutes or more before a supervisor is available
14 to conduct their security and bag-check. The security and bag check itself last approximately one or
15 two additional minutes.

16 29. In addition, when Plaintiff and Aggrieved Employees work closing shifts, they are
17 required to wait until the other closing shift employees clock out and complete their own security
18 and bag-checks prior to being permitted to leave the store. During those closing shifts, Plaintiff and
19 Aggrieved Employees wait up to twenty additional minutes off-the-clock before leaving the store.
20 This time spent waiting in the security check lines is compensable but nevertheless goes unrecorded
21 and unpaid.

22 30. As a result, Defendants fail to compensate Plaintiff and Aggrieved Employees for all
23 hours worked, including minimum wage and overtime.

24 31. Bath & Body Works' policies, practices and procedures also systematically deny code-
25 compliant meal periods to Plaintiff and Aggrieved Employees. *First*, Bath & Body Works provides
26 Plaintiff and Aggrieved Employees with a walkie-talkie. Plaintiff and Aggrieved Employees are
27 instructed to keep their walkie-talkie and earpiece on and remain responsive to work inquiries
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1 communicated to them by their supervisors or co-workers via her walkie-talkie at all times while in
2 the store, including during their meal and rest breaks. As a result, Defendants do not provide duty-
3 free meal and rest breaks to Plaintiff and Aggrieved Employees. Rather, Defendants forced Plaintiff
4 and Aggrieved Employees to remain on call during all meal and rest breaks they spent in the store.

5 32. *Second*, in addition to requiring Plaintiff and Aggrieved Employees to remain on call,
6 Bath & Body Works frequently requires that Plaintiff and Aggrieved Employees clock out for their
7 meal periods but continue performing their work duties. For instance, Plaintiff and Aggrieved
8 Employees are frequently asked to return to the floor and assist customers during their meal breaks.
9 Plaintiff and Aggrieved Employees are also frequently asked to bring products to the floor and check
10 inventory during their clocked-out meal periods.

11 33. *Third*, as mentioned above, when Plaintiff and Aggrieved Employees are able to leave
12 the store during a meal break, Bath & Body Works requires that they undergo another security and
13 bag check after they had already clocked out for the start of their meal break.

14 34. For the same or similar reasons, Defendants also deny Plaintiff and Aggrieved
15 Employees duty-free, uninterrupted, and timely ten-minute rest periods by their fourth and eighth
16 hours of work.

17 35. Despite systematically failing to provide Plaintiff and Aggrieved Employees with code-
18 complaint meal and rest periods, Defendants failed to pay Plaintiff and Aggrieved Employees one
19 additional hour of pay at their regular rate of compensation for each workday that a compliant meal
20 and/or rest period was not provided. Defendants' failure to timely pay earned premium wages for
21 missed and/or noncompliant meal and rest periods was willful and/or intentional.

22 36. Defendants' common course of wage-and-hour abuse includes routinely failing to
23 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees. In
24 particular, Defendants have failed to record hours that Plaintiff and Aggrieved Employees worked
25 while off the clock and have failed to accurately record their earned gross and net wages.

26 37. Defendants' failure to record all hours worked results in a failure to provide Aggrieved
27 Employees, including Plaintiff, accurate itemized wage statements as required by California law.
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1 The wage statements Defendants provide are not accurate because they do not reflect the actual hours
2 or wages for Plaintiff and Aggrieved Employees.

3 38. Further, Defendants do not provide Aggrieved Employees, including Plaintiff, whose
4 employment with Defendants has ended, with full payment of all wages owed at the end of their
5 employment. As these workers are owed for off-the-clock work when their employment ends, and
6 these amounts remain unpaid under Defendants' policies and practices, Defendants fail to pay all
7 wages due upon termination. As a consequence, Defendants are subject to waiting time penalties.

8 39. Defendants' method of paying Plaintiff and Aggrieved Employees is willful and is not
9 based on a good faith and reasonable belief that their conduct complies with California law.
10 Defendants' conduct causes significant damages to non-exempt hourly employees in an amount to
11 be determined at trial.

12 **FIRST CLAIM FOR RELIEF**
13 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
14 **(Failure to Pay for all Hours Worked)**

15 40. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
16 herein.

17 41. Plaintiff alleges that Defendants engaged in a policy and practice of not compensating
18 Plaintiff for all hours worked or spent in their control. Defendants regularly require Plaintiff to
19 perform uncompensated off-the-clock work.

20 42. Cal. Lab. Code § 200 defines wages as "all amount for labor performed by employees
21 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
22 commission basis or method of calculation."

23 43. Cal. Lab. Code. § 204(a) provides that "[a]ll wages ... earned by any person in any
24 employment are due and payable twice during each calendar month...."

25 44. Cal. Lab. Code § 1194(a) provides as follows:

26 Notwithstanding any other provision of law, any provision of this code
27 that provides for a civil penalty to be assessed and collected by the Labor
28 and Workforce Development Agency or any of its departments,
divisions, commissions, boards, agencies, or employees, for a violation
of this code, may, as an alternative, be recovered through a civil action

brought by an aggrieved employee on behalf of himself or herself and to other current or former employees.

45. IWC Wage Orders, 4-2001(2)(G), defines hours worked as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

46. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Order.

47. In violation of California law, Defendant refuses to provide Plaintiff with compensation for all time worked. Defendants require Plaintiff to perform tasks while off-the-clock outside of their scheduled shifts and to remain on duty while clocked out for meal periods. Plaintiff is regularly required to work off-the-clock, time which Defendants neither records nor compensates her for. Defendants do not account for this off-the-clock work when compensating Plaintiff, resulting in under-compensation of Plaintiff.

48. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees.

49. Plaintiff seeks to recover civil penalties from Defendants for its failure to pay for all hours worked in violation of Cal. Lab. Code §§ 204, 1194, and 1198 throughout California on behalf of the State of California and Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f).

50. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the unlawful conduct alleged herein, on behalf of the State and Aggrieved Employees, for Defendants’ violations of Labor Code provisions including but not limited to Cal. Lab. Code § 558(a).

51. Defendant is liable to Aggrieved Employees and the State of California for the civil penalties set forth in this Demand, with interest thereon. Plaintiff is also entitled to an award of

attorneys' fees and costs as set forth below.

52. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CLAIM FOR RELIEF
Penalties Pursuant to Cal. Lab. Code § 2699(f)
(Failure to Pay Minimum Wage)

53. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

54. During the applicable statutory period, Cal. Lab. Code §§ 1182.12 and 1197, and the Minimum Wage Order were in full force and effect, and required that Defendants' hourly employees receive the minimum wage for all hours worked irrespective of whether nominally paid on a piece rate, or any other basis, at the rate of sixteen dollars (\$16.00) per hour commencing January 1, 2024.

55. IWC Wage Order 4-2001(2)(G) defines hours worked as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

56. Cal. Lab. Code § 1194 provides as follows:

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

57. Cal Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

58. Because of Defendants' policies and practices with regard to compensating Plaintiff, Defendants have failed to pay minimum wages as required by law. For instance, Plaintiff frequently performs work while off-the-clock and during noncompliant meal periods for which she is compensated below the statutory minimum wage, as determined by the Wage Orders.

59. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that

1 does not provide a civil penalty if, at the time of the violation, the employer employs one or more
2 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
3 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
4 that does not provide a civil penalty if, at the time of the violation, the employer employs one or
5 more employees.

6 60. Plaintiff seeks to recover civil penalties from Defendants for its failure to pay for all
7 hours worked in violation of Cal. Lab. Code §§ 1182.12, 1194, and 1197 throughout California on
8 behalf of Aggrieved Employees and the State of California pursuant to Cal. Lab. Code § 2699(f).

9 61. Defendant is liable to Aggrieved Employees and the State of California for the civil
10 penalties set forth in this Demand, with interest thereon. Plaintiff is also entitled to an award of
11 attorneys' fees and costs as set forth below.

12 62. Wherefore, Plaintiff requests relief as hereinafter provided.

13 **THIRD CLAIM FOR RELIEF**
14 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
15 **(Failure to Pay Overtime Premiums)**

16 63. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set
17 forth herein.

18 64. Cal. Lab. Code § 2699(f) provides:

19 For all provisions of this code except those for which a civil penalty is
20 specifically provided, there is established a civil penalty for a violation
21 of these provisions, as follows: . . . (2) If, at the time of the alleged
22 violation, the person employs one or more employees, the civil penalty
23 is one hundred dollars (\$100) for each aggrieved employee per
24 pay period . . . (B) The civil penalty is two hundred dollars (\$200) for
25 each aggrieved employee per pay period if either of the following are
26 met: (i) Within the five years preceding the alleged violation, the agency
27 or any court issued a finding or determination to the employer that its
28 policy or practice giving rise to the violation was unlawful. (ii) The
court determines that the employer's conduct giving rise to the violation
was malicious, fraudulent, or oppressive.

65. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees
of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
commission basis or method of calculation."

1 66. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an
2 employee is subject to the control of an employer and includes all the time the employee is suffered
3 or permitted to work, whether or not required to do so.”

4 67. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
5 conditions that violate the Wage Orders.

6 68. Cal. Lab. Code § 510 provides, in relevant part:

7 Eight hours of labor constitutes a day’s work. Any work in excess of
8 eight hours in one workday and any work in excess of 40 hours in any
9 one workweek and the first eight hours worked on the seventh day of
10 work in any one workweek shall be compensated at the rate of no less
11 than one and one-half times the regular rate of pay for an employee. Any
12 work in excess of 12 hours in one day shall be compensated at the rate
13 of no less than twice the regular rate of pay for an employee. In addition,
any work in excess of eight hours on any seventh day of a workweek
shall be compensated at the rate of no less than twice the regular rate of
pay of an employee. Nothing in this section requires an employer to
combine more than one rate of overtime compensation in order to
calculate the amount to be paid to an employee for any hour of overtime
work.

14 68. Cal. Lab. Code § 1194 provides, in relevant part:

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

19 69. Defendants’ policies and practices result in payment of wage and overtime
20 violations.

21 70. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
22 Code § 2699(a), or as an alternate theory as appropriate and/or necessary, Plaintiff seeks
23 civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff was
24 aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant
25 to Cal. Lab. Code § 2699(f) for violations of Cal. Lab. Code provisions including, but not limited
26 to, Cal. Lab. Code §§510 1194, 1198, IWC Wage Order 4-2001, and any other violation
27 alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

1 71. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved
2 Employees.

3 72. Defendants are liable to Plaintiff and the State of California for the civil penalties set
4 forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth
5 below.

6 73. Wherefore, Plaintiff requests relief as hereinafter provided.

7 **FOURTH CLAIM FOR RELIEF**
8 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
 (Meal Period Violations)

9 74. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
10 herein.

11 75. Cal. Lab. Code § 2699(f) provides:

12 For all provisions of this code except those for which a civil penalty is
13 specifically provided, there is established a civil penalty for a violation
14 of these provisions, as follows: . . . (2) If, at the time of the alleged
15 violation, the person employs one or more employees, the civil penalty
is one hundred dollars (\$100) for each aggrieved employee per pay
period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

16 76. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
17 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
18 commission basis or method of calculation.”

19 77. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
20 conditions that violate the Wage Orders.

21 78. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
22 authorize, permit, and/or make available timely and compliant meal periods to their employees.
23 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing
24 an employee for more than five (5) hours without a meal period of not less than thirty (30) minutes,
25 and from employing an employee more than ten (10) hours per day without providing the employee
26 with a second meal period of not less than thirty (30) minutes. Unless the employee is relieved of
27 all duty during the thirty-minute meal period, the employee is considered “on duty” and the meal
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1 period is counted as time worked under the applicable wage orders.

2 79. Cal. Lab. Code § 226.7 requires Defendants to pay employees one additional hour of
3 pay at their regular rate of compensation for each workday that a timely, compliant meal period is
4 not provided.

5 80. Defendants' policies and practices result in meal periods violations and Defendants'
6 failure to pay proper premium payments for non-compliant meal periods.

7 81. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
8 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
9 period in which Plaintiff was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f).
10 Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for violations of Cal. Lab. Code
11 provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-
12 2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code §
13 2699(a).

14 82. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved
15 Employees.

16 83. Defendants are liable to Aggrieved Employees and the State of California for the civil
17 penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs
18 as set forth below.

19 84. Wherefore, Plaintiff requests relief as hereinafter provided.

20 **FIFTH CLAIM FOR RELIEF**
21 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
22 **(Rest Period Violations)**

23 85. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
24 herein.

25 86. Cal. Lab. Code § 2699(f) provides:

26 For all provisions of this code except those for which a civil penalty is
27 specifically provided, there is established a civil penalty for a violation
28 of these provisions, as follows: . . . (2) If, at the time of the alleged
violation, the person employs one or more employees, the civil penalty
is one hundred dollars (\$100) for each aggrieved employee per pay

period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

87. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

88. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

89. Cal. Lab. Code § 226.7 and the applicable Wage Order require employers to authorize and permit employees to take ten (10) minutes of net rest time per four (4) hours or major fraction thereof of work, and to pay employees their full wage during those rest periods.

90. Under Cal. Lab. Code § 226.7(b) and IWC Wage Order 4-2001(12)(B), an employer who fails to provide or make available a required rest period must, as compensation, pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period was not provided or made available.

91. Defendants’ policies and practices result in rest periods violations and Defendant’s failure to pay proper premium payments for non-compliant rest breaks.

92. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 1198, IWC Wage Order 4-2001, and any other violations alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

93. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved Employees.

94. Defendants are liable to Aggrieved Employees and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

1 (\$250) per employee per violation in an initial citation and one thousand
2 dollars (\$1,000) per employee for each violation in a subsequent
3 citation, for which the employer fails to provide the employee a wage
deduction statement or fails to keep the records required in subdivision
(a) of Section 226. The civil penalties provided for in this section are in
addition to any other penalty provided by law.

4 101. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
5 Defendants, alleged above, to provide Plaintiff an accurate, itemized wage statement in compliance
6 with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition,
7 Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

8 102. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved
9 Employees.

10 103. Defendants are liable to Aggrieved Employees and the State of California for the civil
11 penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs
12 as set forth below.

13 104. Wherefore, Plaintiff requests relief as hereinafter provided.

14 **SEVENTH CLAIM FOR RELIEF**
15 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**
16 **(Waiting Time Penalties)**

17 105. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 106. Cal. Lab. Code § 2699(a) provides:

20 Notwithstanding any other provision of law, any provision of this code
21 that provides for a civil penalty to be assessed and collected by the Labor
22 and Workforce Development Agency or any of its departments,
divisions, commissions, boards, agencies, or employees, for a violation
of this code, may, as an alternative, be recovered through a civil action
brought by an aggrieved employee on behalf of himself or herself and
to other current or former employees.

23 107. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
24 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours
25 after he or she quits, at the latest.

26 108. Cal. Lab. Code § 203 provides, in relevant part:

27 If an employer willfully fails to pay, without abatement or reduction, in
28 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an

employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

109. Cal. Lab. Code § 256 provides: “[t]he Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

110. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, as alleged above, to timely pay all wages owed to Plaintiff in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

111. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved Employees.

112. Defendants are liable to Aggrieved Employees and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

113. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees, requests the following relief:

1. For an order awarding civil penalties to the full extent provided for by the PAGA;
2. For an award of reasonable attorneys’ fees as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;
3. For all costs of suit; and
4. For such other and further relief as this Court deems just and proper.

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Respectfully submitted,

Date: December 18, 2025



Carolyn H. Cottrell
Esther Bylsma
Philippe Gaudard
Caroline L. Hill
Sara J. Zollner
SCHNEIDER WALLACE
COTTRELL KIM LLP

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to
3 a jury.

4 Respectfully submitted,

5 Date: December 18, 2025



6 _____
7 Carolyn H. Cottrell
8 Esther Bylsma
9 Philippe Gaudard
10 Caroline L. Hill
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14 *Attorneys for Plaintiff, on behalf of the State of*
15 *California and Aggrieved Employees*