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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

Rachel Loreen Giudici, individually
and on behalf of all similarly situated
individuals,

Plaintiff,

vs.

East Lawn, Inc., a California
corporation; **Joshua T. Tuttle**, an
individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 25CV021657

CLASS ACTION COMPLAINT FOR:

- 1) Failure to Pay Minimum Wage for All Hours Worked (Lab. Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198);**
- 2) Failure to Pay Overtime Wages (Lab. Code §§ 510 and 1198);**
- 3) Failure to Provide Meal Periods or Premium Pay In Lieu Thereof (Cal. Lab. Code §§ 226.7 and 1198);**
- 4) Failure to Provide Rest Periods or Premium Pay In Lieu Thereof (Cal. Lab. Code §§ 226.7 and 1198);**
- 5) Failure to Provide and Maintain Complete and Accurate Wage Statements (Lab. Code §§ 226 and 1174);**
- 6) Failure to Provide Wages When**

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1 Plaintiff, Rachel Loreen Giudici, hereby brings this action on behalf of herself and all other
2 similarly situated current and former employees, by and through her counsel of record, and al-
3 leges as follows:

4 PARTIES

5 1. At all relevant times for this Complaint, Plaintiff **Rachel Loreen Giudici** (“Plain-
6 tiff”) is a resident of Calaveras County, California. Plaintiff was an hourly, non-exempt employee
7 of Defendants, earning \$17.56 per hour as a Facility Staff Assistant from approximately February
8 29, 2024 to February 12, 2025. Plaintiff has been subject to the policies and practices described
9 in this complaint at all times during her employment at Defendants.

10 2. Defendant **East Lawn, Inc.** (“East Lawn”) is a California corporation with a prin-
11 cipal place of business located at 4300 Folsom Boulevard, Sacramento, Sacramento County, CA
12 95819. East Lawn, Inc. provides funeral, burial, and cremation services in California and has of-
13 fices in Sacramento, East Sacramento, Elk Grove, and South Sacramento. On information and
14 belief, East Lawn employs at least 50 hourly, non-exempt employees.

15 3. Defendant **Joshua T. Tuttle** (“Mr. Tuttle”) is an individual who, on information
16 and belief, resides in the County of Sacramento. Upon information and belief, Mr. Tuttle is the
17 Chief Executive Officer of East Lawn. Per Labor Code § 558.1, since Mr. Tuttle is a managing
18 agent, director, and/or officer of East Lawn and, upon information and belief, as he caused or
19 directed the acts described herein, he is personally liable for the penalties sought for alleged vio-
20 lations of the Labor Code.

21 4. Plaintiff is not currently aware of the names and true identities of defendants Does
22 1-10. Plaintiff reserves the right to amend this complaint to allege their true names and capacities
23 when this information is available. Each Doe defendant is responsible for the damages alleged
24 pursuant to each of the causes of action asserted, either through its own conduct, or vicariously
25 through the conduct of others. All further references in this complaint to any of the named De-
26 fendants includes the fictitiously named defendants.

27 5. At all times alleged herein, each Defendant was an agent, servant, joint employer,
28 employee, partner, and/or joint venture of every other Defendant and was acting within the scope

1 of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each
2 other Defendant.

3 **VENUE AND JURISDICTION**

4 6. The court has jurisdiction over all causes of action in this complaint pursuant to
5 Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely
6 on California statutes and law, including the Labor Code and the Business & Professions Code.
7 Because putative class members were employed by Defendants, the policies and practices com-
8 plained of herein were implemented in Sacramento County where Defendants operate their prin-
9 cipal place of business, and Defendants transact business within Sacramento County, Defendants
10 are within the jurisdiction of the court for service of process. Moreover, Business & Professions
11 Code § 17204 provides that any person acting on their own behalf may bring an action in any
12 court of competent jurisdiction.

13 7. Venue as to Defendants is proper in this Superior Court pursuant to California Code
14 of Civil Procedure § 395. Defendants transact business and/or have offices in this county, employ
15 putative class members in this County, and the acts and omissions alleged herein took place in
16 this county. Moreover, this action is brought on behalf of the State of California as a private at-
17 torney general and has jurisdiction in this venue.

18 **CLASS ACTION ALLEGATIONS**

19 8. As part of its operational policies and practices, Defendants required Plaintiff and
20 other Class Members to be "on-call" so that someone was always available in case of "unforeseen
21 circumstances or emergencies." Defendants controlled Plaintiff and other Class Members during
22 on-call time and required that they remain available to respond to calls within ten minutes and
23 be able to arrive at assigned locations within 30 minutes. Nor were employees generally able to
24 swap on call responsibilities if they had personal business to attend to without giving Defendants
25 at least 24-hours advance notice and obtaining approval from their manager. Class Members
26 were also told that they had to work a certain number of on-call shifts or they would be subject to
27 discipline.

28 9. However, Defendants did not properly compensate Plaintiff and other Class

Members for their time spent on-call because Defendants prohibited employees from recording all compensable hours spent on-call while waiting, by denying pay for time spent answering or responding to calls when they did not result in further controlled time, failing to pay for drive time to the location to which they were summoned to work,¹ and by refusing to pay overtime for hours spent on-call. These policies and practices resulted in the Class being deprived of at least minimum wage for all hours worked, and being deprived of earned overtime wages.

10. Further, as a matter of uniform and systematic policy, Defendants also failed to authorize and/or permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7 based on several uniform policies and practices.

11. *First*, Defendants operated under an express uniform and systematic policy or practice that interfered with Plaintiff's and the Class's ability to take compliant meal periods and required or pressured employees to interrupt breaks, work through, or remain under Defendants' control by requiring employees to agree to an "On-Duty Meal Period Agreement" despite not complying with the requirements for a valid On-Duty Meal Period waiver or agreement.

12. *Second*, Defendants operated under an express uniform and systematic policy or practice that discouraged and/or deterred Plaintiff and Class Members from taking lawful meal and rest periods because of understaffing, interruptions, and/or they were instructed to prioritize completing assigned tasks over taking breaks: "Managers will schedule meal and rest breaks as appropriate. All scheduling is subject to the authorization of the employee's Manager."

13. *Third*, on information and belief, Defendants operated under an express uniform and systematic policy or practice that prioritized Plaintiff and Class Members working over taking lawfully compliant rest breaks: "Managers or Supervisors may schedule rest breaks to ensure the smooth operation of their department" resulting in Plaintiff and the Class's inability to take lawfully compliant rest break.

14. Accordingly, Defendants failed to authorize and permit compliant meal and rest periods as required by law. In failing to authorize and/or permit meal and rest periods,

¹ Defendants told Class Members that they could not clock in until they arrived at the facility "premises."

Defendants have also implemented a uniform policy of denying premium wages compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

15. Additionally, on information and belief, Defendants further operate under a uniform and systemic policy or practice that fails to accurately reimburse Plaintiff and Class Members for necessary business expenditures, such as using their personal cellular phones and/or personal vehicles to discharge their duties.

16. Plaintiff therefore brings this action on behalf of herself and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked at least one 3.5-hour shift as a non-exempt direct-hire or agency employee for Defendant in the State of California from the period four years prior to the filing of the Action and the date of trial ("Class").

17. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, policies, and disciplinary records.

18. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 50 Class Members have been employed as non-exempt employees by Defendants within the state of California. The number of Class Members is sufficiently numerous such that joinder of all members is impossible or impracticable.

19. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of Class Members in all relevant respects.

20. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands her obligation to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class action and

employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff have incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

21. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

- a. Whether Defendants had a common policy and/or practice regarding an "On-Call Duty" for non-exempt employees' to the detriment of those employees;
- b. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members at a minimum wage rate for all hours worked as a result of its "On-Call Duty" policies;
- c. Whether Defendants have a common policy and/or practice of failing to pay all applicable wages to employees to the detriment of those employees;
- d. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class members for all wages earned as a result of its PTO policy(ies);
- e. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required overtime wages as a result of its rounding policies;
- f. Whether Defendants have a common policy and/or practice of failing to accurately record non-exempt employees' time;
- g. Whether Defendants unlawfully required Plaintiff and Class Members to remain under Defendants' control and direction while off-the-clock;
- h. Whether Defendants have a common policy and/or practice by which they implemented an "auto-deduct" of 30 minutes or more for employees for meal periods regardless of whether employees took a meal period or its actual

length;

- i. Whether Defendants' auto-deduct policy and practice unlawfully deprives employees of wages earned;
- j. Whether Defendants had a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal, on-duty, and/or rest periods;
- k. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty, on-duty, meal and/or rest periods;
- l. Whether Defendants' common policy and/or practice of what it characterizes as "the nature of the work" deprives Class Members of compliant, off-duty, on-duty, meal and/or rest periods;
- m. Whether Defendants' common policy and/or practice of what it characterizes as "necessary job duties" deprives Class Members of compliant, off-duty, on-duty, meal and/or rest periods;
- n. Whether Defendants' common policy and/or practice mandating that managers "schedule meal and rest breaks as appropriate" deprives Class Members of compliant, off-duty, on-duty, meal and/or rest periods;
- o. Whether Defendants' common policy and/or practice permitting managers or supervisors to schedule rest breaks to "ensures the smooth operation of their department" deprives Class Members of compliant, off-duty rest periods;
- p. Whether Defendants paid Plaintiff and Class Members all required premium wages for non-compliant meal and/or rest periods;
- q. Whether Defendants have a common policy and/or practice of failing to reimburse employees for necessary business expenditures;
- r. Whether Defendants have a common policy and/or practice of discriminating against employees who attempt to exercise their rights to or exercises their rights to use accrued and available sick time;

- s. Whether Defendants have a common policy and/or practice of subjecting employees to discipline for attempting to exercise their rights to or exercising their rights to use accrued and available sick time;
- t. Whether Defendants have a common policy and/or practice of denying employees the right to use accrued and available sick time;
- u. Whether Defendants have a common policy and/or practice of denying employees the right to carry over to the following year of employment accrued and available sick time;
- v. Whether Defendants have a common policy and/or practice of failing to maintain accurate payroll records in the State of California;
- w. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;
- x. Whether Defendants have a common policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;
- y. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;
- z. Whether Defendants have a common policy and/or practice of failing to comply with records requests from Plaintiff and Class Members in the State of California in violation of Labor Code §§ 226 and 1198.5;
- aa. Whether Defendants have a common policy and/or practice of failing to reimburse Plaintiff and Class Members for reasonable business expenses;
- bb. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and Class Members for reasonable business expenses;
- cc. Whether Defendants have a policy and/or practice of failing to timely pay wages during employment in violation of Labor Code §§ 204, 210;
- dd. Whether Defendants has a policy and/or practice of failing to pay Plaintiff

- 1 and Class Members final wages owed upon termination;
- 2 ee. Whether Defendants unlawfully and/or willfully failed to promptly pay com-
- 3 pensation due to Plaintiff and Class Members upon termination of employ-
- 4 ment in violation of Labor Code §§ 201, 202, and 203;
- 5 ff. Whether Plaintiff and Class Members sustained damages as a result of any
- 6 of the aforementioned violations, and, if so, the proper measure of those
- 7 damages, including interest, penalties, costs, attorneys' fees, and equitable
- 8 relief; and
- 9 gg. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
- 10 Code § 17200, et seq., by violating the above provisions of law.
- 11 hh. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof.
- 12 Code § 17200, *et seq.*, by treating Plaintiff and Class Members unfairly by
- 13 depriving them of meal and/or rest periods, failing to provide them with
- 14 compensation in lieu of meal and/or rest periods, failing to pay all regular
- 15 and overtime wages earned, failing to pay wages upon termination, failing to
- 16 reimburse business expenses, failing to comply with sick leave laws, failing
- 17 to furnish accurate and timely itemized wage statements upon payment of
- 18 wages, and failing to timely pay all compensation due during employment
- 19 and upon discharge.

20 22. **Superiority.** A class action is superior to other available means for the fair and

21 efficient adjudication of this dispute. The damages suffered by individual Class Members, while

22 substantial, are small compared to the burden and expense of individual prosecution of the com-

23 plex and expensive litigation necessary to address Defendants' conduct. Even if Class Members

24 themselves could afford individual litigation, the court system would be overwhelmed by individ-

25 ual lawsuits if all Class Members sought redress. In addition, individualized litigation increases

26 the delay and expense to all parties and to the court system resulting from the complex legal and

27 factual issues of this case. Individualized litigation also presents a potential for inconsistent or

28 contradictory judgments. By contrast, the class action device presents far fewer management

difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the class defined above as identified through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198

Unpaid Minimum Wages for All Hours Worked

(Plaintiff and Class Against Defendants)

23. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

24. California law requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or restrains' an employee." *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11070 ("Hours worked" means 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.").

25. Defendants employed an "On-Call Duty" policy that consistently and as a matter of common policy and practice that resulted, over time, in the failure to compensate Class Members properly for all the time they actually worked, including time responding to employer calls whether or not they accepted on-call work after hours. Additionally, Defendants prohibited employees from recording their full on-call time, and only compensated employees for "callback" time of when the employees were performing the services they were called for, instead of the full number of on-call hours. Upon information and belief, Defendants implemented other practices that deprived employees of pay for all hours worked but that are currently unknown to Plaintiff.

26. Defendants knew or should have known that Plaintiff and Class Members were not being adequately and/or fully compensated for all time as required by law.

27. This conduct blatantly and willfully violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

28. As a result of Defendants' failure and refusal to comply with California law, Plaintiff and Class Members are entitled to recover actual and liquidated damages for the unpaid time, plus injunctive relief and reasonable attorney's fees and costs. Lab. Code §§ 1194, 1197.1.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Unpaid Overtime

(Plaintiff and Class Against Defendants)

29. Plaintiff incorporates by reference every allegation in this complaint as if fully set forth herein.

30. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

31. Plaintiff and Class Members who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

32. Throughout the Class Period, Plaintiff and other Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week, because all hours worked were not recorded as a direct consequence of Defendants' "On-Call Duty" policy and/or other failures to compensate employees for all time worked.

33. Defendants knew or should have known that its policies and practices resulted in

1 Plaintiff and Class Members working unpaid overtime but failed to pay it at the correct regular
2 rate.

3 34. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover
4 their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

5 **THIRD CAUSE OF ACTION**

6 ***California Labor Code §§ 226.7, 512(a), and 1198***

7 ***Failure to Provide Meal Periods or Premium Pay In Lieu Thereof***

8 **(Plaintiff and Class Against Defendants)**

9 35. Plaintiff incorporates by reference every allegation in this complaint as if fully set
10 forth herein.

11 36. At all times relevant to this complaint, Defendants knew they were obligated to pro-
12 vide legally-compliant meal breaks to its non-exempt employees pursuant to Labor Code §§ 512
13 and 226.7. Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an em-
14 ployee for a work period of more than five hours per day without providing the employee with a
15 meal period of not less than 30 minutes. An employer may not employ an employee for a work
16 period of more than 10 hours per day without providing the employee with a second meal period
17 of not less than 30 minutes.”

18 37. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require
19 an employee to work during any meal period mandated by an applicable order of the IWC. “An
20 off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-
21 minute meal period . . . an employer’s obligation is to provide an off-duty meal period: an unin-
22 terrupted 30–minute period during which the employee is relieved of all duty.” *Brinker Rest.*
23 *Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

24 38. Since at least four years prior to the filing of this action, Defendants consistently
25 denied their non-exempt employees the opportunity to take compliant 30-minute meal periods
26 in accordance with the above mandates.

27 39. Defendants operated under a uniform and systematic express policy that violated
28 employees’ meal period rights and protections by requiring employees to agree to an “On-Duty

Meal Period Agreement” during what Defendants characterized as when “the nature of the work prevents an employee from being relieved based on the necessary job duties.” However, the nature of Class Members’ work did not always meet the legal requirements necessary to impose an on-duty meal period. The “nature of the work” exception applies in very narrow situations (namely, where there is an external force requiring employee to be on duty at all times and where the employee is the sole employee). *See Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 266 (2016), *as modified on denial of reh’g* (Mar. 15, 2017) (on duty exception is “exceedingly narrow”); *Abdullah v. U.S. Sec. Assocs., Inc.*, 731 F.3d 952, 959 (9th Cir. 2013).

40. Defendants further operated under a uniform and systematic express policy that deterred and/or discouraged employees from taking lawful meal periods and/or prioritized completing assigned tasks over taking breaks: “Managers will schedule meal and rest breaks as appropriate. All scheduling is subject to the authorization of the employee’s Manager.”

41. Defendants’ policies and practices served to deprive the Class of a full 30-minute meal break free of employer control or relieved of all duties. Upon information and belief, employees were required to skip meal breaks, interrupt meal breaks, take meal breaks after the fifth hour of work, or work through them due to Defendants’ policies and practices.

42. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as a result of Defendants’ formal policies and practices. By failing to consistently provide uninterrupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to Plaintiff and Class Members.

43. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift in which a required meal period was not provided.

FOURTH CAUSE OF ACTION

Labor Code §§ 226.7 and 1198

Failure to Provide Rest Periods or Premium Pay in Lieu Thereof

(Plaintiff and Class Against Defendants)

44. Plaintiff incorporates by reference every allegation in this complaint as if fully set

1 forth herein.

2 45. At all times relevant to this complaint, Defendants knew they were obligated to pro-
3 vide compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

4 46. Labor Code § 226.7 provides:

5 (a) No employer shall require any employee to work during any meal or
6 rest period mandated by an applicable order of the Industrial Welfare Com-
7 mission.

8 (b) If any employer fails to provide an employee a meal period or rest
9 period in accordance with an applicable order of the Industrial Welfare
10 Commission, the employer shall pay the employee one additional hour of
11 pay at the employee's regular rate of compensation for each work day that
12 the meal or rest period is not provided.

13 47. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an em-
14 ployee to work during any rest or meal period mandated by an applicable order of the IWC, in-
15 cluding the applicable Wage Order. Employers must authorize and permit employees to be re-
16 lieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of
17 rest."² *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

18 48. Defendants failed to authorize or permit all required compliant paid rest periods
19 for shifts between 3.5 and ten hours. Defendants further failed to authorize or permit a compliant
20 third rest period for shifts in excess of 10 hours. Defendants also failed to implement a lawful rest
21 period policy that relieved Plaintiff and Class Members from all duties and/or allowed them to
22 leave their jobsite during rest periods.

23 49. Specifically, on information and belief, Defendants operated under a uniform and
24 systematic policy or practice that discouraged and/or deterred Plaintiff and Class Members from
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26 ² Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Depart-
27 ment of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at*
28 https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay
on the work premises during my rest period? A. No, your employer cannot impose any restraints
not inherent in the rest period requirement itself.")

1 taking lawful rest periods because of understaffing, interruptions, and/or they were instructed to
2 prioritize completing assigned tasks over taking breaks, including interfering with employees'
3 ability to take their rest breaks: "Managers will schedule meal and rest breaks as appropriate. All
4 scheduling is subject to the authorization of the employee's Manager."

5 50. Defendants' policies and practices served to deprive the Class of a full 10-minute
6 paid rest breaks free of employer control or relieved of all duties. Upon information and belief,
7 employees were required to skip breaks, interrupt breaks, or work through them due to Defend-
8 ants' policies and practices

9 51. As a direct and proximate result of Defendants' willful and unlawful conduct, Plain-
10 tiff and Class Members have sustained damages, including lost compensation resulting from
11 missed or non-compliant rest periods, in an amount to be established at trial.

12 52. Pursuant to the applicable Wage Order and Labor Code § 226.7(b), Plaintiff and
13 Class Members are entitled to recover from Defendants an additional hour of pay at their regular
14 rates of pay for each shift that a compliant rest period was not provided. Defendants were aware
15 that their actions were a violation of applicable law but consistently refused to pay premium pay
16 as required by law.

17 **FIFTH CAUSE OF ACTION**

18 ***Labor Code §§ 226 and 1174***

19 ***Failure to Provide Complete and Accurate Wage Statements***

20 **(Plaintiff and Class Against Defendants)**

21 53. Plaintiff repeats and incorporates by reference all allegations contained in the pre-
22 ceding paragraphs as if fully set forth herein.

23 54. Labor Code § 226 requires employers to furnish employees with an accurate, item-
24 ized statement in writing showing, among other things, (1) gross wages earned; (2) total hours
25 worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net
26 wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name
27 of the employee and the last four digits of his or her social security number; (7) the name and
28 address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate by the em-
2 ployee.

3 55. At all times relevant to this complaint, Defendants' rounding policy ensured that
4 Class Members' itemized wage statements did not reflect the true number of hours worked by the
5 employee, and thus inaccurately reflected the amount of gross and net wages earned for both
6 minimum and/or overtime wages. In addition, Defendants' failure to pay premium wages for
7 missed meal and/or rest periods further ensured that Class Members' wage statements inaccu-
8 rately reflected gross and net wages earned.

9 56. Defendants have also failed to keep accurate payroll records for Plaintiff and Class
10 Members in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accu-
11 rate payroll records reflecting hours worked and wages earned has impeded Plaintiff and Class
12 Members' ability to calculate unpaid wages earned.

13 57. Injury. Defendants knowingly and intentionally failed to comply with Labor Code
14 § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly
15 situated were injured by these failures because, among other things, they were confused about
16 whether they were paid properly and/or they were misinformed about how much compensation
17 was owed. These damages include, but are not limited to, costs incurred calculating the correct
18 net wages for each pay period and the amount of employment taxes that were not paid to state
19 and federal tax authorities.

20 58. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result
21 of not being provided with an accurate itemized wage statement is entitled to recover the greater
22 of all actual damages suffered or fifty (\$50) dollars for the initial violation and one hundred
23 (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e)
24 and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure De-
25 fendant's compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

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1 **SIXTH CAUSE OF ACTION**

2 ***Labor Code §§ 201, 202, 203, and 204***

3 ***Failure to Pay Wages When Due***

4 **(Plaintiff and Class Against Defendants)**

5 59. Plaintiff incorporates by reference all allegations contained in the preceding para-
6 graphs as if fully set forth herein.

7 60. Labor Code § 201 provides, in relevant part, that:

8 If an employee not having a written contract for a definite period quits his
9 or her employment, his or her wages³ shall become due and payable not
10 later than 72 hours thereafter, unless the employee has given 72 hours pre-
11 vious notice of his or her intention to quit, in which case the employee is
12 entitled to his or her wages at the time of quitting. Notwithstanding any
13 other provision of law, an employee who quits without providing a 72-hour
14 notice shall be entitled to receive payment by mail if he or she so requests
15 and designates a mailing address. The date of the mailing shall constitute
16 the date of payment for purposes of the requirement to provide payment
17 within 72 hours of quitting.

18 61. Defendants do not include definite periods of service in their contracts of employ-
19 ment for Class Members employed at their California facility. Plaintiff's contract of employment
20 did not include a definite term.

21 62. Labor Code § 203 provides:

22 If an employer willfully fails to pay, without abatement or reduction, in ac-
23 cordance with § 201, 201.5, 202, and 205.5, any wages of an employee who
24 is discharged or who quits, the wages of the employee shall continue as a
25

26 _____
27 ³ Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every
28 description, whether the amount is fixed or ascertained by the standard of time, task, piece, com-
mission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . .
if the labor to be paid for is performed personally by the person demanding payment."

penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

63. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

64. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay the minimum wages, overtime wages, and/or meal and rest period premiums resulting from its deficient timekeeping and meal and rest period policies.

65. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay the earned rest and/or meal period premiums and earned minimum wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

66. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and 202. Plaintiff and formerly employed Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

SEVENTH CAUSE OF ACTION

California Business & Professions Code §§ 17200, et seq.

Unlawful Business Practices

(Plaintiff and Class Against Defendants)

67. Plaintiff repeats and incorporate by reference every allegation in this complaint as if fully set forth herein.

68. Defendants East Lawn and Mr. Tuttle are "persons" as defined by California

Business & Professions Code § 17201, as they are a natural person, corporations, firms, partnerships, joint stock companies, and/or associations.

69. Unlawful Business Practices. Defendants' knowing violations of the Labor Code constitutes an unlawful business practice as set forth in Business & Professions Code § 17200, et seq.

70. Defendants' failure to abide by the laws discussed herein provided Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cuts corners in the name of higher profits and at the expense of employee well-being. Defendants' actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, et seq.

71. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendant's willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

72. Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays judgment as follows:

A. For an Order:

a. Certifying the Class;

b. Appointing Plaintiff as representative of the Class;

c. Appointing Plaintiff's counsel as Class Counsel;

B. For actual and liquidated damages according to proof at trial;

C. For statutory and civil penalties and special damages, according to proof at trial;

D. For pre- and post-judgment interest on monetary damages;

E. For preliminary and permanent injunctive relief;

1 F. For reasonable attorney's fees and costs and expert fees and costs as allowed by law;
2 and

3 G. For such other relief as this Court deems just and proper.
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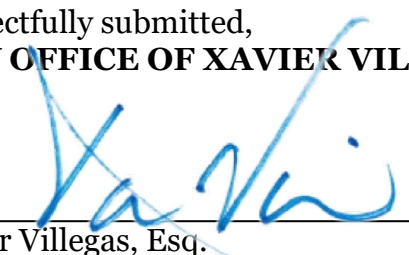
5 Dated: September 11, 2025

Respectfully submitted,
KING & SIEGEL LLP

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8 By: 
9 Elliot J. Siegel, Esq.
Attorneys for Plaintiff and the Putative Class
10

11 Dated: September 11, 2025

Respectfully submitted,
LAW OFFICE OF XAVIER VILLEGAS, APC

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13
14 By: 
15 Xavier Villegas, Esq.
Attorney for Plaintiff and the Putative Class
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