

Clerk of the Superior Court
By C. Drakes ,Deputy Clerk

Carolyn Hunt Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
SCHNEIDER WALLACE
COTTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com

Philippe Gaudard (SBN 331744)
SCHNEIDER WALLACE
COTTRELL KIM LLP
300 S. Grand Avenue, Suite 2700
Los Angeles, California 90071
Tel: (213) 835-1550
Fax: (415) 421-7105
pgaudard@schneiderwallace.com

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

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

ANGELA CARDENAS, on behalf of the
State of California and Aggrieved Employees,

Plaintiff,

vs.

VICTORIA'S SECRET STORES, LLC; L
BRANDS INC.

Defendants.

Case No. 25CU065092C

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Angela Cardenas ("Plaintiff"), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff bring this enforcement action against Defendants Victoria's Secret Stores,
5 LLC ("Victoria's Secret") and L Brands Inc. ("L Brands")(collectively "Defendants") on behalf of the
6 State of California to collect penalties as a result of Defendants' systematic violations of California
7 labor law with respect to Defendants' non-exempt hourly workers in the State of California (the
8 "Aggrieved Employees").

9 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
10 employed by Defendants in California.

11 3. Plaintiff challenges Defendants' policies and practices of: (1) failing to pay Plaintiff
12 and Aggrieved Employees for all hours worked, including minimum wages; (2) failing to pay Plaintiff
13 and Aggrieved Employees overtime wages; (3) failing to authorize and permit Plaintiff and Aggrieved
14 Employees to take compliant meal periods to which they are entitled by law, and failing to pay
15 premium compensation for noncompliant meal periods; (4) failing to provide Plaintiff and Aggrieved
16 Employees with compliant rest periods to which they are entitled by law, and failing to pay premium
17 compensation for noncompliant rest periods; (5) failing to reimburse Plaintiff and Aggrieved
18 Employees for necessary business expenses; (6) failing to provide Plaintiff and Aggrieved Employees
19 true and accurate itemized wage statements; and (7) failure to pay Plaintiff and Aggrieved Employees
20 all wages due upon termination.

21 4. Plaintiff and Aggrieved Employees are denied proper payment for all hours worked,
22 including minimum wage and overtime compensation. Indeed, Plaintiff and Aggrieved Employees
23 routinely perform off-the-clock work during their clocked-out meal breaks and after the end of their
24 shifts. Defendants instruct Plaintiff and Aggrieved Employees to remain inside the store during
25 clocked-out meal breaks. In addition, Defendants equip Plaintiff and Aggrieved Employees with
26 walkie-talkies and instruct them to keep them on during the entirety of their shifts, including during
27 clocked out meal breaks. As a result, Plaintiff and Class Members are on call, receive work-related
28

1 inquiries from their supervisor(s) and/or co-workers, and are asked to perform work activities during
2 clocked-out meal breaks.

3 5. Moreover, Defendant requires Plaintiff and Class Members to complete certain closing
4 duty tasks including but not limited to closing and locking the cash registers for the night, putting
5 product out on the sales floor, processing payroll, preparing bank deposits and change orders, and
6 cleaning the store, after they clock out for the end of their shifts, and that they undergo a security and
7 bag checks also after they clock out for the end of their shifts.

8 6. In addition, Plaintiff and Aggrieved Employees must participate and respond to calls
9 and text messages from their supervisor(s) and/or co-workers throughout the day, including when they
10 are clocked-out and/or during their days off.

11 7. Plaintiff and Aggrieved Employees are also denied code-compliant meal and rest
12 breaks, or wages in lieu thereof. As explained above, Plaintiff and Aggrieved Employees are on call,
13 receive work-related inquiries from their supervisor(s) and/or co-workers via walkie-talkies, and are
14 asked to perform work activities during their meal and rest breaks.

15 8. Additionally, Plaintiff and Aggrieved Employees are not reimbursed for being required
16 to utilize their personal cell phone to communicate with their supervisor(s) and/or co-workers
17 regarding work-related topics.

18 9. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
19 attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
20 Private Attorneys General Act ("PAGA").

21 **PARTIES**

22 10. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
23 employees of Defendants in the State of California. The Aggrieved Employees work as, among other
24 positions, hourly paid sales associates, seasonal associates, cashiers, customer experience leads, and
25 other hourly non-exempt employees in California.

26 11. Plaintiff Angela Cardenas is an individual over the age of eighteen and, at all times
27 relevant to this Complaint, was a resident of the State of California.

28 12. Plaintiff worked for Defendants as a Customer Experience Lead in San Diego,

1 California, from approximately October 2020 to April 2025.

2 13. Plaintiff is informed, believes, and thereon alleges that Defendant Victoria's Secret
3 Stores, LLC is a Delaware limited liability company with its principal place of business located in
4 Reynoldsburg, Ohio. Victoria's Secret is registered to do business in the State of California and does
5 business in the State of California. Victoria's Secret may be served with process by serving its
6 registered agent, CT Corporation System, 330 N. Brand Blvd., Glendale, California.

7 14. Plaintiff is informed, believes, and thereon alleges that Defendant L Brands Inc. is a
8 Delaware limited liability company with its principal place of business located in Columbus, Ohio.

9 15. Plaintiff is informed, believes, and thereon alleges that Defendants employ hundreds
10 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
11 believes, and thereon alleges that, in California, Defendants own, operate, and/or manage locations in
12 this county. Plaintiff is informed, believes, and thereon alleges that Defendants employ Aggrieved
13 Employees, among other hourly employees, in this County and throughout California.

14 16. At all material times, Defendants do business under the laws of California, have places
15 of business in the State of California, including in this County, and employ Aggrieved Employees in
16 this County. Defendants are a "person" as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code
17 § 17201. Defendants are also an "employer" as that term is used in the California Labor Code and the
18 IWC Wage Orders.

19 17. Defendants employ Plaintiff and Aggrieved Employees because Defendants, directly
20 or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
21 Plaintiff and Aggrieved Employees.

22 **SUBJECT MATTER JURISDICTION AND VENUE**

23 18. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
24 Defendants conduct business and employ Aggrieved Employees in this County, and therefore the
25 liability and the cause, or some part of the cause, arose in this County.

26 19. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA.
27 The Court also has jurisdiction over Defendants because they are companies authorized to do business
28 in the State of California, and because Defendants do in fact do business and employ workers in the

1 State of California.

2 **FACTUAL ALLEGATIONS**

3 20. Upon information and belief, Victoria's Secret is a specialty retailer that sells a wide
4 range of products, including lingerie, sleepwear, activewear, and beauty products across the United
5 States.

6 21. Plaintiff worked for Defendants as a Customer Experience Lead in San Diego,
7 California from approximately October 2020 to April 2025.

8 22. Defendants pay Aggrieved Employees, including Plaintiff, on an hourly rate basis.
9 Plaintiff was compensated at an hourly rate of \$25.

10 23. Plaintiff and Aggrieved Employees routinely work in excess of eight (8) hours in a day
11 and in excess of forty (40) hours in a week.

12 24. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
13 employed hundreds of workers similarly situated to Plaintiff in California.

14 25. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
15 employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

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

18 27. Aggrieved Employees are required to follow and abide by Defendants' common work,
19 time, and pay policies and procedures in the performance of their jobs.

20 28. At the end of each pay period, Aggrieved Employees receive wages from Defendants
21 that are determined by common systems and methods that Defendants select and control.

22 29. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and
23 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of
24 location in the State of California. Upon information and belief, Aggrieved Employees worked more
25 than eight (8) hours per day and/or more than forty (40) hours in at least one workweek during the one
26 (1) year before this Complaint was filed.

27 30. Defendants require Plaintiff and Aggrieved Employees to perform substantial work off-
28 the-clock and without compensation. For instance, when Plaintiff and Aggrieved Employees clock out

1 for their 30-minute meal periods, Defendants require that they remain inside their stores and continue
2 working. Indeed, Defendants provide Plaintiff and Aggrieved Employees with walkie-talkies which
3 they are required to wear and keep on during the entirety of their shifts, including during clocked-out
4 meal breaks. Defendants require that Plaintiff and Aggrieved Employees remain inside their stores
5 and readily available to respond to any work-related inquiries from their supervisors and/or coworkers
6 without delay. In fact, Plaintiff and Aggrieved Employees are routinely asked, via walkie-talkie, to
7 return to the floor and attend and assist Defendants' customers, replenish merchandise, check
8 inventories, and clean and organize the store during their clocked-out meal breaks.

9 31. Moreover, when Plaintiff and Aggrieved Employees work a closing shift, Defendants
10 require that they clock out for the end of their shift but continue working. After clocking out, Plaintiff
11 and Aggrieved Employees are instructed to go through a check list of closing tasks, including but not
12 limited to closing and locking the cash registers for the night, putting product out on the sales floor,
13 processing payroll, preparing bank deposits and change orders, and cleaning the store. Plaintiff and
14 Aggrieved Employees are also required to undergo bag checks after they clock out for the end of their
15 scheduled shifts.

16 32. In addition, Plaintiff and Aggrieved Employees must participate and respond to work-
17 related calls and text messages from their supervisor(s) and/or co-workers when they are clocked out
18 and/or during their days off.

19 33. All this time spent working by Plaintiff and Aggrieved Employees, while off-the-clock,
20 goes unrecorded and therefore uncompensated even though it should be paid at minimum wage and/or
21 overtime rates under California law, giving rise to minimum wage and overtime violations.

22 34. As explained above, Plaintiff and Aggrieved Employees are required to remain inside
23 Defendants' stores and on call during their meal breaks. In addition, Plaintiff and Aggrieved
24 Employees are frequently interrupted with work related inquiries and asked that they perform work
25 during their meal break including but not limited to returning to the floor to attend and assist
26 Defendants' customers, replenishing merchandise, checking inventories, and cleaning and organizing
27 the store.

28 35. As a result, Defendants fail to provide Plaintiff and Aggrieved Employees with duty-

1 free uninterrupted meal breaks.

2 36. Defendants also do not pay Plaintiff and Aggrieved Employees the requisite meal break
3 premiums to which they are entitled to for these non-compliant meal breaks.

4 37. For the same reasons, Defendants routinely fail to authorize or permit off duty, paid rest
5 breaks of at least 10 minutes every four hours of work.

6 38. Here again, Defendants do not pay Plaintiff and Aggrieved Employees rest break
7 premiums to which they are entitled for these non-compliant rest breaks.

8 39. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
9 these meal and rest break policies and practices across all of Defendants' locations throughout
10 California.

11 40. Additionally, Defendants fail to provide Plaintiff and Aggrieved Employees with proper
12 reimbursement for using their personal cell phone in the performance of their job duties. Indeed,
13 Plaintiff and Aggrieved Employees are required to respond to calls and text messages from their
14 supervisor(s) and/or coworkers after they have clocked out for the end of their shifts and on their days
15 off. However, Defendants do not reimburse Plaintiff and Aggrieved Employees for this necessary
16 business expense giving rise to violations of California Labor Code § 2802.

17 41. Defendants' failure to pay for all hours worked, including minimum wage and overtime
18 compensation, and failure to pay premiums for non-compliant meal and rest breaks also result in a
19 failure to provide Plaintiff and Aggrieved Employees accurate itemized wage statements as required
20 by California law.

21 42. Moreover, Defendants do not provide Plaintiff and Aggrieved Employees who are
22 Defendants' former employees with full payment of all wages owed at the end of their employment.
23 Plaintiff and separated Aggrieved Employees are owed wages for all hours worked, including
24 minimum wage and overtime, and premiums for non-compliant meal and rest breaks when their
25 employment ends. As a consequence, Defendants are subject to waiting time penalties under the
26 California Labor Code.

27 43. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
28 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants'

1 operations in the State of California.

2 **FIRST CAUSE OF ACTION**

3 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

4 **(Failure to Pay All Hours Worked)**

5 **(On Behalf of the State of California and Aggrieved Employees)**

6 44. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
7 herein.

8 45. Cal. Lab. Code § 2699(f) provides:
9 For all provisions of this code except those for which a civil penalty is specifically
10 provided, there is established a civil penalty for a violation of these provisions, as
11 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
12 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
13 per pay period for the initial violation and two hundred dollars (\$200) for each
14 aggrieved employee per pay period for each subsequent violation.

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

18 47. Under Cal. Lab. Code §§ 1194, and 1197, employers are required to pay employees at
19 least the minimum straight-time hourly wage for all hours worked, including but not limited to, time
20 spent performing pre-shift duties, post-shift duties, time spent working during unpaid meal and/or rest
21 periods, and any other hours employees required or permitted employees to work.

22 48. Cal. Lab. Code § 1194 entitles employees to recover unpaid straight time wages for
23 work performed that goes unpaid.

24 49. Cal. Lab. Code § 1197 prohibits employers from paying wages below the applicable
25 minimum wage for all hours worked.

26 50. During the relevant time period, Defendants maintained policies and practices that
27 result in Plaintiff and Aggrieved Employees not being paid for all hours worked.

28 51. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in

1 which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those
2 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
3 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab.
4 Code provisions including, but not limited to, Cal. Lab. Code §§ §§ 1194, 1197, 1197.1, and IWC
5 Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under Cal.
6 Lab. Code § 2699(a), for Defendants' failure to pay straight time wages.

7 52. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 10, 2025, Plaintiff
8 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
9 file this claim. On September 10, 2025, Plaintiff mailed Defendants a copy of such notice via certified
10 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
11 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
12 Code § 2699.3(a).

13 53. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
14 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

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

18 55. Wherefore, Plaintiff requests relief as hereinafter provided.

19 **SECOND CAUSE OF ACTION**

20 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

21 **(Failure to Pay Minimum Wages)**

22 **(On Behalf of the State of California and Aggrieved Employees)**

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

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

26 For all provisions of this code except those for which a civil penalty is specifically
27 provided, there is established a civil penalty for a violation of these provisions, as
28 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.

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

4 59. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
5 employment are due and payable twice during each calendar month....” and “[l]abor performed
6 between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th
7 and the 26th day of the month during which the labor was performed, and labor performed between
8 the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th
9 day of the following month.”

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

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

15 62. Defendants’ policies and practices result in failure to pay all wages, including off-the-
16 clock work, timely under the timeframes set forth in Cal. Lab. Code § 204.

17 63. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
18 which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those
19 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
20 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab.
21 Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 1198, IWC Wage Order 4-2001,
22 and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a),
23 for Defendants’ failure to pay minimum wages.

24 64. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 10, 2025, Plaintiff
25 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
26 file this claim. On September 10, 2025, Plaintiff mailed Defendants a copy of such notice via certified
27 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
28 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.

1 Code § 2699.3(a).

2 65. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
3 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

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

7 Wherefore, Plaintiff requests relief as hereinafter provided.

8 **THIRD CAUSE OF ACTION**

9 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

10 **(Failure to Pay Overtime Premiums)**

11 **(On Behalf of the State of California and Aggrieved Employees)**

12 67. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 68. Cal. Lab. Code § 2699(f) provides:

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

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

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

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

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

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
workday and any work in excess of 40 hours in any one workweek and the first eight
hours worked on the seventh day of work in any one workweek shall be compensated

1 at the rate of no less than one and one-half times the regular rate of pay for an employee.
2 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
3 than twice the regular rate of pay for an employee. In addition, any work in excess of
4 eight hours on any seventh day of a workweek shall be compensated at the rate of no
5 less than twice the regular rate of pay of an employee. Nothing in this section requires
6 an employer to combine more than one rate of overtime compensation in order to
7 calculate the amount to be paid to an employee for any hour of overtime work.

8
9 73. Cal. Lab. Code § 1194 provides, in relevant part:

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

15 74. Defendants' policies and practices result in payment of wage and overtime violations.

16 75. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
17 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
18 in which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by Cal.
19 Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
20 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
21 Lab. Code §§ 510 1194, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which
22 does not carry penalties under Cal. Lab. Code § 2699(a).

23 76. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 10, 2025, Plaintiff
24 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
25 file this claim. On September 10, 2025, Plaintiff mailed Defendants a copy of such notice via certified
26 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
27 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
28 Code § 2699.3(a).

77. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

78. Defendants are liable to Plaintiff, 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.

79. Wherefore, Plaintiff requests relief as hereinafter provided.

1 **FOURTH CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

3 **(Meal Break Premiums)**

4 **(On Behalf of the State of California and Aggrieved Employees)**

5 80. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 81. Cal. Lab. Code § 2699(f) provides:

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

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

17 83. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
18 authorize, permit, and/or make available timely and compliant meal periods to their employees. Cal.
19 Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an
20 employee for more than five (5) hours without a meal period of not less than thirty (30) minutes, and
21 from employing an employee more than ten (10) hours per day without providing the employee with
22 a second meal period of not less than thirty (30) minutes.

23 84. Cal. Lab. Code § 226.7 and IWC Wage Order 4-2001 require Defendants to pay
24 employees one additional hour of pay at their regular rate of compensation for each workday that a
25 timely, compliant meal or rest break is not provided.

26 85. Defendants’ policies and practices result in meal periods violations and Defendants’
27 failure to pay proper premium payments for non-compliant meal breaks.

28 86. 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 and Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab.

Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

87. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on September 10, 2025, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. On September 10, 2025, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a) and (c).

88. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

89. Defendants are liable to Plaintiff, 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.

90. Wherefore, Plaintiff requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Rest Break Premiums)

(On Behalf of the State of California and Aggrieved Employees)

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

92. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation 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.

93. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees

1 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
2 commission basis or method of calculation.”

3 94. Cal. Lab. Code § 226.7 and IWC Wage Order 4-2001 require Defendants to authorize,
4 permit, and/or make available timely and compliant rest breaks to their employees. Cal. Lab. Code §
5 226.7 and IWC Wage Order 4-2001 require employers to provide a 10-minute paid rest break for every
6 four hours worked or a major fraction thereof.

7 95. Cal. Lab. Code § 226.7 and IWC Wage Order 4-2001 require Defendants to pay
8 employees one additional hour of pay at their regular rate of compensation for each workday that a
9 timely, compliant rest break is not provided.

10 96. Defendants’ policies and practices result in rest periods violations and Defendants’
11 failure to pay proper premium payments for non-compliant rest breaks.

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

19 98. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on September 10, 2025, Plaintiff
20 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
21 file this claim. On September 10, 2025, Plaintiff mailed Defendants a copy of such notice via certified
22 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
23 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
24 Code § 2699.3(a) and (c).

25 99. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
26 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

27 100. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
28 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees

1 and costs as set forth below.

2 101. Wherefore, Plaintiff requests relief as hereinafter provided.

3 **SIXTH CAUSE OF ACTION**

4 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

5 **(Failure to Reimburse Business Expenses)**

6 **(On Behalf of the State of California and Aggrieved Employees)**

7 102. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
8 herein.

9 103. Cal. Lab. Code § 2699(f) provides:

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

16 104. Cal. Lab. Code § 2802(a) provides as follows:

17 An employer shall indemnify his or her employee for all necessary expenditures or
18 losses incurred by the employee in direct consequence of the discharge of his or her
19 duties, or of his or her obedience to the directions of the employer, even though
20 unlawful, unless the employee, at the time of obeying the directions, believed them to
21 be unlawful. Defendant's policies and practices result in failure to reimburse for all
22 business expenses incurred by Plaintiff and Aggrieved Employees as set forth in §
23 2802.

24 105. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
25 which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by those
26 sections, including but not limited to penalties under Cal. Lab. Code § 2802. Plaintiff seeks penalties
27 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab.
28 Code provisions including, but not limited to, Cal. Lab. Code § 2802, IWC Wage Order 4-2001, and
any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a), for
Defendants' failure to reimburse business expenses.

106. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on September 10, 2025, Plaintiff
provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
file this claim. On September 10, 2025, Plaintiff mailed Defendants a copy of such notice via certified

1 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
2 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
3 Code §§ 2699.3(a) and (c).

4 107. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
5 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

6 108. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
7 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
8 and costs as set forth below.

9 109. Wherefore, Plaintiff requests relief as hereinafter provided.

10 **SEVENTH CAUSE OF ACTION**

11 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

12 **(Failure to Provide True and Accurate Itemized Wage Statements)**

13 **(On Behalf of the State of California and Aggrieved Employees)**

14 110. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
15 herein.

16 111. Cal. Lab. Code § 2699(a) provides:

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

23 112. Cal. Lab. Code § 226(a) provides:

24 An employer, semimonthly or at the time of each payment of wages, shall furnish to
25 their employee, either as a detachable part of the check, draft, or voucher paying the
26 employee's wages, or separately if wages are paid by personal check or cash, an
27 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
28 worked by the employee, except as provided in subdivision (j), (3) the number of piece-
rate units earned and any applicable piece rate if the employee is paid on a piece-rate
basis, (4) all deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the name of the
employee and only the last four digits of their social security number or an employee
identification number other than a social security number, (8) the name and address of
the legal entity that is the employer and, if the employer is a farm labor contractor, as
defined in subdivision (b) of Section 1682, the name and address of the legal entity that
secured the services of the employer, and (9) all applicable hourly rates in effect during
the pay period and the corresponding number of hours worked at each hourly rate by

the employee...

113. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

114. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent 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.

115. Cal. Lab. Code § 226 also requires employers to keep records required to be maintained under § 226(a) for at least three (3) years.

116. Cal. Lab. Code § 1174(d) provides, in relevant part:

[Employers shall] [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission...

117. Cal. Lab. Code § 1174.5 provides, in relevant part:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

118. IWC Wage Order 4-2001, Section 7, provides, in relevant part:

(A) Every employer shall keep accurate information with respect to each employee including the following:

(3) ... Time records showing when the employee begins and ends each work period....

(4) Total wages paid each payroll period...

(5) Total hours worked during the payroll period and applicable rates of pay...

(B) Every employer who has control over wages, hours, or working conditions shall semimonthly or at the time of each payment of wages furnish each employee an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. (See

1 Labor Code Section 226.) This information shall be furnished either separately or as a
2 detachable part of the check, draft, or voucher paying the employee's wages....

3 119. Defendants' policies and practices result in failure to issue compliant itemized wage
4 statements containing all of the information required under Cal. Lab. Code § 226 and to maintain all
5 records required under Cal. Lab. Code §§ 226 and 1174.

6 120. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in
7 which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those
8 sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and 1174.5.
9 Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved Employees
10 for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved Employees an
11 accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a). Plaintiff also seeks
12 civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, alleged above, to
13 maintain records in compliance with Cal. Lab. Code §§ 226 and 1174 and IWC Wage Order 4-2001.

14 121. Pursuant to Cal. Lab. Code §§ 2699.3(a) and (c), on September 10, 2025, Plaintiff
15 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
16 file this claim. On September 10, 2025, Plaintiff mailed Defendant a copy of such notice via certified
17 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
18 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
19 Code §§ 2699.3(a) and (c).

20 122. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
21 Employees, and herself as set forth in Cal. Lab. Code § 2699.

22 123. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
23 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
24 and costs as set forth below.

25 124. Wherefore, Plaintiff requests relief as hereinafter provided.
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28

EIGHT CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

(Waiting Time Penalties)

(On Behalf of the State of California and Aggrieved Employees)

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

126. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor 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.

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

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

If an employer willfully fails to pay, without abatement or reduction, in 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.

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

130. 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 and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

131. Cal. Lab. Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare

Commission, (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

132. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

133. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent 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.

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

135. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on September 10, 2025, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to file this claim. On September 10, 2025, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

136. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699.

137. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for

1 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
2 and costs as set forth below.

3 138. Wherefore, Plaintiff requests relief as hereinafter provided.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays for relief as follows:

- 6 1. For the Court to declare, adjudge, and decree that Defendants have violated the Cal.
7 Lab. Code as alleged herein;
- 8 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil
9 penalties provided under the PAGA;
- 10 3. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
11 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 12 4. For all costs of suit; and
- 13 5. For such other and further relief as this Court deems just and proper.

14
15 Respectfully Submitted,

16 Date: December 5, 2025

17 

18 Carolyn H. Cottrell
19 Ori Edelstein
20 Philippe Gaudard
21 **SCHNEIDER WALLACE**
22 **COTTRELL KIM LLP**

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

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Date: December 5, 2025

Cathy Cottrell

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