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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SANTA CLARA

10 GONUL K. BLUM, on behalf of herself and
11 all others similarly situated, and the general
public,

12 *Plaintiff,*

13 v.

14 EL CAMINO HOSPITAL dba EL CAMINO
15 HEALTH, a California corporation; EL
CAMINO HOSPITAL FOUNDATION, a
16 California corporation; and DOES 1 through
50, inclusive,

17 *Defendants.*
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by Superior Court of CA,
County of Santa Clara,
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Case #25CV474693
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Case No.: 25CV474693

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Failure to Pay Split-Shift Premiums (IWC Order 1-15, § 4); and
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff GONUL K. BLUM (“Plaintiff”), on behalf of herself, all others similarly situated,
2 the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants EL CAMINO
5 HOSPITAL dba EL CAMINO HEALTH, a California corporation; EL CAMINO HOSPITAL
6 FOUNDATION, a California corporation; and DOES 1 through 50, inclusive, (collectively referred
7 to as “Defendants”) for alleged violations of the California Labor Code and California Business and
8 Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
- 10 b. failed to pay them double time wages at the correct rate;
- 11 c. failed to pay them overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
- 13 d. failed to provide them with meal periods;
- 14 e. failed to provide them with rest periods;
- 15 f. failed to pay them premium wages for missed meal and rest periods;
- 16 g. failed to provide them with accurate written wage statements;
- 17 h. failed to pay them proper split-shift premiums; and
- 18 i. failed to pay them all their final wages following separation of employment.

19 Based on these alleged Labor Code violations, Plaintiff now brings this class and
20 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
21 restitution, and related relief on behalf of herself, all others similarly situated, the State of California,
22 and the general public.

23 **JURISDICTION AND VENUE**

24 2. This Court has subject matter jurisdiction to hear this case because the monetary
25 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
26 jurisdiction of the Superior Court of the State of California.

27 3. Venue is proper in the County of Santa Clara pursuant to Code of Civil Procedure
28 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions

1 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
2 maintains offices, transacts business and/or has an agent therein.

3 4. Venue is proper in Santa Clara County because Defendants' have at all times alleged
4 herein, conducted business in Santa Clara County, and throughout California. As such, venue is
5 proper in any county in California.

6 **PARTIES**

7 5. Plaintiff GONUL K. BLUM is, and at all relevant times mentioned herein, an
8 individual residing in the State of California.

9 6. Plaintiff is informed and believes, and thereupon alleges that Defendant EL CAMINO
10 HOSPITAL dba EL CAMINO HEALTH is, and at all relevant times mentioned herein, a California
11 corporation doing business in the State of California.

12 7. Plaintiff is informed and believes, and thereupon alleges that Defendant EL CAMINO
13 HOSPITAL FOUNDATION is, and at all relevant times mentioned herein, a California corporation
14 doing business in the State of California.

15 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
16 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
17 will amend this Complaint to allege the true names and capacities of the DOE defendants when
18 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
19 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
20 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
21 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
22 defendants when ascertained.

23 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
24 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
25 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
26 or all of the other defendants, and in doing the things alleged herein, were acting within the course
27 and scope of such relationship and with the full knowledge, consent, and ratification by such other
28 defendants.

1 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
2 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
3 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
4 and omissions alleged herein.

5 11. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
6 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a
7 joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
8 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
9 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
10 control over the wages, hours or working conditions of Employees, or suffered or permitted
11 Employees to work, or engaged, thereby creating a common law employment relationship, with
12 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

13 12. This action has been brought and may be maintained as a class action pursuant to Code
14 of Civil Procedure section 382 because there is a well-defined community of interest among the
15 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
16 unaware of any difficulties likely to be encountered in managing this case as a class action.

17 13. **Relevant Time Period:** The relevant time period is defined as the time period
18 beginning four years prior to the filing of this action until judgment is entered.

- 19 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
20 separately, and/or any staffing agencies and/or any other third parties in hourly or
21 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).
- 22 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
23 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 24 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
25 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 26 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
27 separated from their employment with Defendants during the period beginning
three years before the filing of this action and ending when final judgment is
28 entered.

- 1 e. **Wage Statement Class**: All persons employed by Defendants in California during
2 the period beginning one year before the filing of this action and ending when final
3 judgment is entered.
- 4 f. **Split-Shift Premium Sub-Class**: All **Hourly Employee Class** members, who did
5 not reside at the place of their employment with Defendants and whose work
6 schedules were interrupted by non-paid and non-working time periods, which were
7 longer than bona fide meal or rest periods, and were established by Defendants.
- 8 g. **UCL Class**: All **Hourly Employee Class** and **Expense Reimbursement Class**
9 members employed by Defendants in California during the four years prior to the
10 filing of this action and ending on the date that final judgment is entered in this
11 action.

12 14. **Reservation of Rights**: Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
13 to amend or modify the class definitions with greater specificity, by further division into sub-classes
14 and/or by limitation to particular issues.

15 15. **Numerosity**: The class members are so numerous that the individual joinder of each
16 individual class member is impractical. While Plaintiff does not currently know the exact number of
17 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
18 exceeds the minimum required for numerosity under California law.

19 16. **Commonality and Predominance**: Common questions of law and fact exist as to all
20 class members and predominate over any questions which affect only individual class members.
21 These common questions include, but are not limited to:

- 22 a. Whether Defendants maintained a policy or practice of failing to provide
23 employees with their rest periods;
- 24 b. Whether Defendants maintained a policy or practice of failing to provide
25 employees with their meal periods;
- 26 c. Whether Defendants failed to pay premium wages to class members when they
27 have not been provided with meal and rest periods at the appropriate rates of pay;
- 28 d. Whether Defendants failed to pay minimum and/or overtime wages to class
members for all time worked;
- e. Whether Defendants failed to provide class members with accurate written wage
statements as a result of providing them with written wage statements with
inaccurate entries for, among other things, amounts of gross and net wages, and

total hours worked;

- f. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- g. Whether Defendants failed to pay proper shift-split premiums;
- h. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- i. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

17. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

18. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

20. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue

1 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
2 or contradictory judgments inherent in individual litigation.

3 **GENERAL ALLEGATIONS**

4 21. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
5 statutory periods.

6 22. Defendants had a common policy and practice of systemically failing to pay Plaintiff
7 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay.
8 Specifically, Defendants implemented an unlawful time-rounding policy and practice which rounded
9 down and reduced the actual working hours recorded by Plaintiff and Class Members, and upon which
10 their pay was based, and generally did so to the detriment of the Plaintiff and Class Members. These
11 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
12 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
13 Plaintiff and Class members only for the hours they were scheduled to work, rather than the hours
14 they were actually under Defendants' control. Plaintiff contends this policy is not neutral and results,
15 over time, to the detriment of the Plaintiff and Class members by systematically undercompensating
16 them.

17 23. Next, Plaintiff and Class Members were also consistently required to perform work,
18 off-the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were
19 systemically required to check and respond to emails before clocking in for the day, for which no
20 wages were paid.

21 24. Additionally, Plaintiff and Class members were required to work long hours, usually
22 over 12 hours per work shift, yet Defendants systematically failed to pay them for all their hours
23 worked. Plaintiff was scheduled to work at least 3 days a week, and 12 hours per day. Plaintiff
24 contends that Defendants failed to pay her at the required overtime rate for all hours over eight in a
25 shift, or over forty in a week, which also impacted when she should have been paid at the double time
26 rate and resulted in underpayment of double time for those hours over twelve worked in a shift.
27 Plaintiff and those similarly situated Class members were not paid at least four hours of overtime
28 and/or double time premium wages on every work shift for the hours between their eighth and twelfth

1 worked. Finally, Plaintiff and Class Members were required to perform work related tasks during un
2 paid meal periods, for which no wages were paid. The forgoing and uncompensated working time
3 was under the direction and control of Defendants, for which no wages were paid.

4 25. This uncompensated time caused Plaintiff and Class Members to work in excess of
5 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
6 and Class Members to minimum and overtime wages, which they were systemically denied.

7 26. Defendants also failed to pay Plaintiff and Class Members overtime wages at the
8 proper and applicable regular rates of pay. Specifically, Plaintiff and Class Members earned
9 performance-based non-discretionary bonuses in addition to their hourly pay. However, these
10 supplemental earnings were not accounted for when determining Plaintiff and Class Members'
11 regular rates of pay, and respective and proper overtime rates of pay.

12 27. Defendants had a common policy and practice of systemically denying Plaintiff and
13 Class Members the opportunity to take meal periods in compliance with the California Law.
14 Specifically, due to understaffing and heavy workloads, including the off-the-clock work described
15 above, Plaintiff and Class Members were denied the opportunity to take timely meal periods prior to
16 the completion of their fifth hour of work and a second meal period prior to the completion of their
17 tenth hour of work. Plaintiff's and Class Members' meal periods were also interrupted due to the
18 requirements by Defendants to complete various tasks. Furthermore, Plaintiff and Class Members
19 were not relieved of all work duties during unpaid meal periods and were required to keep working
20 during meal breaks.

21 28. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
22 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
23 period as part of each work shift; and (2) Defendants' practice of requiring putative class members to
24 continue working through their meal and rest periods due to the excessive workloads.

25 29. Defendants had a common policy and practice of systemically denying Plaintiff and
26 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
27 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
28 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest

1 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more and
2 third rest break for shifts of ten (10) hours or more; (2) no formal compliant written rest period policy
3 that encouraged employees to take their rest periods, or that properly advised Plaintiff and Class
4 Members of their rest period rights; (3) Defendants' policy and practice of requiring putative class
5 members to continue working through their rest breaks due to the excessive workloads.

6 30. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
7 wages at their appropriate regular rates of pay for each meal and rest period denied.

8 31. Plaintiff and Class Members were not provided with accurate wage statements as
9 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
10 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
11 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
12 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
13 or other indelible form."

14 32. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
15 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

16 33. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
17 by the employee" were not accurately reflected in that: all hours worked, including overtime, were
18 not included.

19 34. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned"
20 were not accurately reflected in that: all hours worked, including overtime, were not included.

21 35. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
22 hourly rates in effect during the pay period and the corresponding number of hours worked at each
23 hourly rate by the employee" were not accurately reflected in that: all hours worked, including
24 overtime, were not included.

25 36. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
26 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
27 Plaintiff's and Class Members' wage statement were only provided in electronic format in violation
28 of Labor Code § 226.

37. Defendants failed to pay premium wages to class members when their schedules were interrupted by non-paid and non-working time periods established by the employer. The time periods between these shifts were longer than a bona fide meal or rest periods and were for the benefit of the employer.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, 1174, and 1198)

(Plaintiff and Meal Period Sub-Class)

38. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if fully alleged herein.

39. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been non-exempt employees of Defendant entitled to the full meal period protections of both the Labor Code and the applicable Industrial Welfare Commission Wage Order.

40. Labor Code section 512 and Section 11 of the applicable Industrial Welfare Commission Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

41. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an hour of premium wages on each workday that the employee is not provided with the required meal period.

42. Compensation for missed meal periods constitutes wages within the meaning of Labor Code section 200.

43. Labor Code section 1198 makes it unlawful to employ a person under conditions that violate the applicable Wage Order.

44. Section 11 of the applicable Wage Order states:

No employer shall employ any person for a work period of more than

1 five (5) hours without a meal period of not less than 30 minutes, except
2 that when a work period of not more than six (6) hours will complete
3 the day's work the meal period may be waived by mutual consent of
4 the employer and employee. Unless the employee is relieved of all duty
5 during a 30 minute meal period, the meal period shall be considered an
6 'on duty' meal period and counted as time worked. An 'on duty' meal
period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written
agreement between the parties an on-the-job paid meal period is agreed
to. The written agreement shall state that the employee may, in writing,
revoke the agreement at any time.

7 45. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
8 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
9 members were not subject to valid on-duty meal period agreements with Defendants.

10 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,
11 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
12 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
13 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
14 Specifically, due to understaffing and heavy workloads, including the off-the-clock work described
15 above, Plaintiff and **Meal Period Sub-Class** Members were denied the opportunity to take timely
16 meal periods prior to the completion of their fifth hour of work and a second meal period prior to the
17 completion of their tenth hour of work. Plaintiff and **Meal Period Sub-Class** Members' meal periods
18 were also interrupted due to the requirements by Defendants to complete various tasks. Furthermore,
19 Plaintiff and **Meal Period Sub-Class** Members were not relieved of all work duties during unpaid
20 meal periods and were required to keep working during meal breaks.

21 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
22 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
23 **Class** members when they worked five (5) hours without clocking out for any meal period.

24 48. Plaintiff alleges that, at all relevant times during the applicable limitations period,
25 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
26 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
27 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

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1 49. Moreover, Defendants written policies fail to inform Meal period Class Members of
2 their meal period rights under the Labor Code and applicable Wage Orders.

3 50. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
4 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
5 regular rates of pay when required meal periods were not provided.

6 51. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
7 herself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
8 thereon, and costs of suit.

9 52. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
10 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
11 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST PERIODS**

14 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

15 **(Plaintiff and Rest Period Sub-Class)**

16 53. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
17 herein.

18 54. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
19 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
20 Code and the applicable Wage Order.

21 55. Section 12 of the applicable Wage Order imposes an affirmative obligation on
22 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
23 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
24 be in the middle of each work period insofar as practicable.

25 56. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
26 employers from requiring employees to work during required rest periods and require employers to
27 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
28 workday that the employee is not provided with the required rest period(s).

1 57. Compensation for missed rest periods constitutes wages within the meaning of Labor
2 Code section 200.

3 58. Labor Code section 1198 makes it unlawful to employ a person under conditions that
4 violate the Wage Order.

5 59. Plaintiff alleges that, at all relevant times during the applicable limitations period,
6 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
7 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
8 major fraction thereof, as required by the applicable Wage Order.

9 60. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
10 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
11 Defendants' policy of not scheduling each rest period as part of each work shift, including second
12 rest breaks for shifts of six (6) hours or more and third rest break for shifts of ten (10) hours or more;
13 (2) no formal compliant written rest period policy that encouraged employees to take their rest
14 periods, or that properly advised Plaintiff and **Rest Period Sub-Class** members of their rest period
15 rights; (3) Defendants' policy and practice of requiring Plaintiff and **Rest Period Sub-Class** members
16 to continue working through their rest breaks due to the excessive workloads.

17 61. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
18 members additional premium wages when required rest periods were not provided.

19 62. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
20 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
21 costs of suit.

22 63. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
23 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**
24 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

3 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

4 **(Plaintiff and Hourly Employee Class)**

5 64. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 65. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
8 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
9 applicable Wage Order.

10 66. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
11 which an employee is subject to the control of the employer, and includes all the time the employee
12 is suffered or permitted to work, whether or not required to do so.”

13 67. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
14 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
15 that an employer has actual or constructive knowledge that employees are working.

16 68. Labor Code section 1194 invalidates any agreement between an employer and an
17 employee to work for less than the minimum or overtime wage required under the applicable Wage
18 Order.

19 69. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
20 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
21 to the underlying unpaid minimum wages and interest thereon.

22 70. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
23 than the minimum wage required under the applicable Wage Order for all hours worked during a
24 payroll period.

25 71. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
26 person acting either individually or as an officer, agent or employee of another person, to pay an
27 employee, or cause an employee to be paid, less than the applicable minimum wage.

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1 72. Labor Code section 1198 makes it unlawful for employers to employ employees under
2 conditions that violate the applicable Wage Order.

3 73. Labor Code section 204 requires employers to pay non-exempt employees their earned
4 wages for the normal work period at least twice during each calendar month on days the employer
5 designates in advance and to pay non-exempt employees their earned wages for labor performed in
6 excess of the normal work period by no later than the next regular payday.

7 74. Labor Code section 223 makes it unlawful for employers to pay their employees lower
8 wages than required by contract or statute while purporting to pay them legal wages.

9 75. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
10 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
11 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
12 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
13 worked on the seventh consecutive day of one workweek.

14 76. Labor Code section 510 and Section 3 of the applicable Wage Order also require
15 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
16 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
17 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

18 77. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
19 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
20 working conditions and compensation arrangements.

21 78. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
22 **Employee Class** members for all time worked, including but not limited to, overtime hours at
23 statutory and/or agreed rates.

24 79. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
25 overtime for all hours worked, at the proper rates of pay. Specifically, Defendants implemented an
26 unlawful time-rounding policy and practice which rounded down and reduced the actual working
27 hours recorded by Plaintiff and **Hourly Employee Class** members, and upon which their pay was
28 based, and generally did so to the detriment of the Plaintiff and **Hourly Employee Class** members.

1 These unlawfully rounded time entries were inputted into Defendants' payroll system from which
2 wage statements and payroll checks were created. Defendants did so with the ostensible intent of
3 paying Plaintiff and **Hourly Employee Class** members only for the hours they were scheduled to
4 work, rather than the hours they were actually under Defendants' control. Plaintiff contends this
5 policy is not neutral and results, over time, to the detriment of the Plaintiff and **Hourly Employee**
6 **Class** members by systematically undercompensating them.

7 80. Plaintiff and **Hourly Employee Class** members were consistently required to perform
8 work, off-the-clock for which they were not paid wages. Specifically, Plaintiff and **Hourly Employee**
9 **Class** members were systemically required to check and respond to emails before clocking in for the
10 day, for which no wages were paid.

11 81. Additionally, Plaintiff and **Hourly Employee Class** members were required to work
12 long hours, usually over 12 hours per work shift, yet Defendants systematically failed to pay them for
13 all their hours worked. Plaintiff was scheduled to work at least 3 days a week, and 12 hours per day.
14 Plaintiff contends that Defendants failed to pay her at the required overtime rate for all hours over
15 eight in a shift, or over forty in a week, which also impacted when she should have been paid at the
16 double time rate and resulted in underpayment of double time for those hours over twelve worked in
17 a shift. Plaintiff and **Hourly Employee Class** members were not paid at least four hours of overtime
18 and/or double time premium wages on every work shift for the hours between their eighth and twelfth
19 worked. Finally, Plaintiff and **Hourly Employee Class** members were required to perform work
20 related tasks during unpaid meal periods, for which no wages were paid. The forgoing and
21 uncompensated working time was under the direction and control of Defendants, for which no wages
22 were paid.

23 82. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
24 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
25 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
26 they were systemically denied.

27 83. Defendants also failed to Plaintiff and **Hourly Employee Class** members overtime
28 wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and **Hourly Employee**

1 **Class** members earned performance-based non-discretionary bonuses in addition to their hourly pay.
2 However, these supplemental earnings were not accounted for when determining Plaintiff and **Hourly**
3 **Employee Class** members' regular rates of pay, and respective and proper overtime rates of pay.

4 84. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
5 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
6 full amount of wages earned during each pay period during the applicable limitations period,
7 including overtime wages.

8 85. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
9 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
10 overtime wages, interest thereon and costs of suit.

11 86. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
12 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
13 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

16 **(Lab. Code § 226)**

17 **(Plaintiff and Wage Statement Penalties Sub-Class)**

18 87. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
19 herein.

20 88. Labor Code section 226(a) states:

21 An employer, semimonthly or at the time of each payment of wages,
22 shall furnish to his or her employee, either as a detachable part of the
23 check, draft, or voucher paying the employee's wages, or separately if
24 wages are paid by personal check or cash, an accurate itemized
25 statement in writing showing (1) gross wages earned, (2) total hours
26 worked by the employee, except as provided in subdivision (j), (3) the
27 number of piece-rate units earned and any applicable piece rate if the
28 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 his or her 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

1 defined in subdivision (b) of Section 1682, the name and address of the
2 legal entity that secured the services of the employer, and (9) all
3 applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the
5 employee and, beginning July 1, 2013, if the employer is a temporary
6 services employer as defined in Section 201.3, the rate of pay and the
7 total hours worked for each temporary services assignment. The
8 deductions made from payment of wages shall be recorded in ink or
9 other indelible form, properly dated, showing the month, day, and year,
10 and a copy of the statement and the record of the deductions shall be
11 kept on file by the employer for at least three years at the place of
12 employment or at a central location within the State of California. For
13 purposes of this subdivision, 'copy' includes a duplicate of the itemized
14 statement provided to an employee or a computer-generated record that
15 accurately shows all of the information required by this subdivision.

16 89. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
17 "detachable part of the check" provision and the "accurate itemized statement in writing" provision
18 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
19 retains the right to elect to receive a written paper stub or record and that those who are provided with
20 electronic wage statements retain the ability to easily access the information and convert the electronic
21 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

22 90. Plaintiff is informed and believes that, at all relevant times during the applicable
23 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
24 with written wage statements as described above. Additionally, the wage statements issued to class
25 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
26 described above.

27 91. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
28 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
provided in electronic format in violation of Labor Code § 226.

92. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
issued to Plaintiff and **Wage Statement Class** Members failed to state "the name and address of the
legal entity that is the employer."

93. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
Wage Statement Class members with accurate written wage statements was intentional in that

1 Defendants have the ability to provide them with accurate wage statements but have intentionally
2 provided them with written wage statements that Defendants have known do not comply with Labor
3 Code section 226(a).

4 94. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
5 Defendants have violated their legal rights to receive accurate wage statements and have misled them
6 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
7 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
8 discovery and mathematical computations to determine the amount of wages owed, has caused
9 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
10 submission of inaccurate information about wages and deductions to federal and state government
11 agencies.

12 95. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
13 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
14 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
15 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
16 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

19 **(Lab. Code §§ 201-203)**

20 **(Plaintiff and Waiting Time Penalties Sub-Class)**

21 96. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 97. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
24 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
25 earned and unpaid before termination or resignation.

26 98. At all relevant times, pursuant to Labor Code section 201, employees who have been
27 discharged have been entitled to payment of all final wages immediately upon termination.

28 ///

99. At all relevant times, pursuant to Labor Code section 202, employees who have resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of all final wages at the time of resignation.

100. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class** members all their final wages in accordance with the Labor Code.

101. Plaintiff is informed and believes that, at all relevant times during the applicable limitations period, Defendants have maintained a policy or practice of paying **Waiting Time Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code sections 201 or 202 by failing to timely pay them all final wages.

102. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those requirements.

103. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

104. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-Class** members, seeks awards of reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION

FAILURE TO PAY SPLIT-SHIFT PREMIUMS

(Industrial Welfare Commission Wage Order 1-15, § 4)

(Plaintiff and Hourly Employee Class)

105. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

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1 106. At all relevant times, Plaintiff and **Split-Shift Sub-Class** members are or have been
2 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
3 applicable Wage Order.

4 107. Section 4 of the applicable Industrial Welfare Commission Wage Order imposes an
5 affirmative obligation on employers to pay non-exempt employees one (1) hour's pay at the minimum
6 wage in addition to the minimum wage for that workday when an employee works a split shift.

7 108. Plaintiff alleges that, at all relevant times during the applicable limitations period,
8 Defendants maintained a policy or practice of failing to pay premium wages to **Split-Shift Sub-Class**
9 members when their schedules were interrupted by non-paid and non-working time periods
10 established by the employer. The time periods between these shifts were longer than a bona fide meal
11 or rest periods and were for the benefit of the employer.

12 109. At no time did the **Split-Shift Sub-Class** members reside at the place of their
13 employment.

14 110. As a result of Defendants' unlawful conduct, Plaintiff and **Split-Shift Sub-Class**
15 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
16 full amount of split-shift premiums earned during each pay period during the applicable limitations
17 period.

18 111. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
19 and the **Split-Shift Sub-Class** members, seeks to recover unpaid premium wages, interest thereon,
20 and costs of suit.

21 112. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
22 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Split-**
23 **Shift Sub-Class** members, seeks to recover reasonable attorneys' fees.

24 ///

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1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

4 **(Plaintiff and UCL Class)**

5 113. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 114. Business and Professions Code section 17200 defines “unfair competition” to include
8 any unlawful business practice.

9 115. Business and Professions Code sections 17203-17204 allow a person who has lost
10 money or property as a result of unfair competition to bring a class action in accordance with Code
11 of Civil Procedure section 382 to recover money or property that may have been acquired from
12 similarly situated persons by means of unfair competition.

13 116. California law requires employers to pay hourly, non-exempt employees for all hours
14 they are permitted or suffered to work, including hours that the employer knows or reasonable should
15 know that employees have worked.

16 117. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
17 THIRD, AND SIXTH causes of action herein.

18 118. Plaintiff lost money or property as a result of the aforementioned unfair competition.

19 119. Defendants have or may have acquired money by means of unfair competition.

20 120. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
21 Code violations described in this Complaint, Defendants violated Labor Code sections 212, 213,
22 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, as
23 well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged
24 herein.

25 121. Defendants have committed criminal conduct through their policies and practices of,
26 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
27 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
28 and split shift premium pay.

1 122. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
2 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
3 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
4 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
5 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
6 similarly situated persons in a class action proceeding.

7 123. As a result of Defendants' violations of the Labor Code during the applicable
8 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
9 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

10 124. Plaintiff is informed and believes that other similarly situated persons have been
11 subject to the same unlawful policies or practices of Defendants.

12 125. Due to the unfair and unlawful business practices in violation of the Labor Code,
13 Defendants have gained a competitive advantage over other comparable companies doing business in
14 the State of California that comply with their legal obligations.

15 126. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
16 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
17 violates or is considered unlawful under any other state or federal law.

18 127. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
19 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
20 Defendants, and each of them, and their agents and employees, from further violations of the Labor
21 Code and applicable Wage Orders.

22 128. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
23 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
24 Defendants, and each of them, and their agents and employees, from further violations of the Labor
25 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
26 an order permanently enjoining Defendants, and each of them, and their respective agents and
27 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
28 Wage Orders.

1 129. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
2 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
3 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
4 and unfair business practices.

5 130. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
6 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
7 reasonable attorneys' fees in connection with their unfair competition claims.

8 131. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
9 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
10 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
11 and unfair business practices.

12 132. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
13 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
14 reasonable attorneys' fees in connection with their unfair competition claims.

15 **EIGHTH CAUSE OF ACTION**

16 **CIVIL PENALTIES**

17 **(Lab. Code §§ 2698, *et seq.*)**

18 133. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

19 134. During the applicable limitations period, Defendants have violated Labor Code §§
20 201, 202, 203, 204, 210, , 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
21 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*, and California Business & Professions Code
22 § 17200 *et seq.*

23 135. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of **Error!**
24 **Reference source not found.** and other current and former employees, to bring a representative civil
25 action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may,
26 but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section
27 382.

28 136. Plaintiff, a former employee against whom Defendants committed one or more of the

1 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
2 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
3 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
4 Defendants within the state of California from one year prior to the date of this letter and continuing
5 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
6 “Aggrieved Employees”)

7 137. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
8 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
9 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
10 investigate.

11 138. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
12 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 226.7, 226(a), 510, 512,
13 1174, 1194, 1194.2, 1197, 1197.1, 1198:

- 14 i. For violations of Labor Code §§ 201, 202, 203, 213, 212, 226.7, 1174, 1194,
15 1198, one hundred dollars (\$100) for each employee per pay period for each
16 initial violation and two hundred dollars (\$200) for each employee per pay
17 period for each subsequent violation (penalties set by Labor Code §
18 2699(f)(2));
- 19 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
20 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 21 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
22 employee for each initial violation that was neither willful nor intentional, two
23 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
24 withheld from each employee, for each initial violation that was either willful
25 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
26 five percent (25%) of the amount unlawfully withheld from each employee,
27 for each subsequent violation, regardless of whether the subsequent violation
28 was either willful or intentional (penalties set by Labor Code § 210);

- iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);
- v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);
- vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);
- vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);
- viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

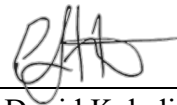
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, the State of California, all others similarly
3 situated, and the general public, prays for relief and judgment against Defendants as follows:

- 4 a. An order that the action be certified as a class action;
5 b. An order that Plaintiff be appointed class representative;
6 c. An order that counsel for Plaintiff be appointed class counsel;
7 d. Unpaid wages and overtime;
8 e. Actual damages;
9 f. Liquidated damages;
10 g. Unreimbursed expenses;
11 h. Restitution;
12 i. Declaratory relief;
13 j. Pre-judgment interest;
14 k. Statutory penalties;
15 l. Civil penalties;
16 m. Costs of suit;
17 n. Reasonable attorneys' fees; and
18 o. Such other relief as the Court deems just and proper.

19
20 Dated: November 13, 2025

D.LAW, INC.

21
22 

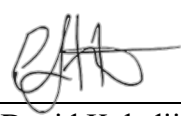
23 _____
24 David Keledjian
25 Elizabeth Harrier
26 Attorneys for Plaintiff
27 GONUL K. BLUM, and the putative class
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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: November 13, 2025 D.LAW, INC.



David Keledjian
Elizabeth Harrier
Attorneys for Plaintiff
GONUL K. BLUM, and the putative class

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

Michael Walsh, ASP
2500 Grant Road Mountain View,
CA 94040-4032

Michael Walsh, ASP
2500 Grant Road Mountain View,
CA 94040-4032


Janet Linares

Janet Linares