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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

ANA PANDURO SAAVEDRA, an individual,
on behalf of herself and others similarly situated,

Plaintiff,

vs.

PREFERRED BUILDING SERVICES, INC., a
California stock corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR JURY TRIAL

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

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former Employees
7 within the State of California who, at any time from four years prior to the filing of this lawsuit, are
8 or were employed as all non-exempt, hourly workers, including as janitors, custodial and cleaning
9 employees, maintenance personnel, and those in similar and related positions, by Defendants
10 PREFERRED BUILDING SERVICES, INC., a California stock coporation; and DOES 1 through
11 50, inclusive (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges
12 that Defendants, and each of them, violated the California Labor Code, relevant orders of the
13 Industrial Welfare Commission (“IWC”), and the California Business & Professions Code, and seeks
14 redress for these violations.

15 2. Plaintiff and the Class Members worked as hourly, non-exempt Employees for
16 Defendants in positions generally pertaining to providing janitorial services to Defendants’
17 customers. Plaintiff, and upon information and belief the other similarly situated Employees in the
18 Class, were required to perform work tasks based out of Defendants’ customer locations in California.
19 During Plaintiff’s employment with Defendant, she served as a janitor. Defendants tasked Plaintiff
20 with duties that included cleaning a variety of office spaces, including common areas, dining rooms,
21 stairs, and restrooms, emptying and taking out trash, dusting surfaces, maintaining cleaning supplies.

22 3. Defendants employed other similarly situated Employees in similar and related
23 positions based out of locations of Defendants’ customers, including in the city of Emeryville.
24 Plaintiff and the other similarly situated Class Members worked at Defendants’ behest without being
25 paid all wages due and without being provided all required breaks. More specifically, Plaintiff and
26 the other similarly situated Class Members were employed by Defendants and shared similar job
27 duties and responsibilities, were subjected to the same policies and practices, and endured similar
28 violations at Defendants’ hands.

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

9 5. Defendant PREFERRED BUILDING SERVICES, INC. is a California stock
10 corporation that lists its principal address with the California Secretary of State as 1633 Bayshore
11 Highway, Suite 101, Burlingame, California 94010, located in San Mateo County. Furthermore, the
12 wage statements issued to Plaintiff list "PREFERRED BUILDING SERVICES" as her employer with
13 the same address listed on the California Secretary of State website. Upon information and belief,
14 Defendant operates throughout California, including in San Mateo County and Alameda County
15 where Plaintiff predominantly worked, and conducts business wherever its customers are located.

16 6. This Court has jurisdiction over this Action pursuant to California Code of Civil
17 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
18 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
19 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
20 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
21 liabilities giving rise to this lawsuit occurred, at least in part in San Mateo County, and Defendants
22 employ or employed Class Members in San Mateo County, and throughout California.

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

1 the true names and capacities of the Defendants designated herein as Does 1 through 50 when their
2 identities become known.

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

14 **FACTUAL BACKGROUND**

15 9. The Employees who comprise the Class, including Plaintiff, are non-exempt
16 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”).
17 During the period of four years prior to the filing of this action through its resolution, the Employee
18 Class Members were employed by Defendants and worked in non-exempt positions at the direction
19 of Defendants in the State of California. Plaintiff and the Class Members were either not paid by
20 Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime
21 rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class Members all wages
22 due and owing, including compensation for off-the-clock work, uncompliant meal and rest breaks,
23 and Defendants’ failure to furnish accurate wage statements, all in violation of various provisions of
24 the California Labor Code and applicable paragraphs of the IWC Wage Orders.

25 10. During the course of Plaintiff and the Class Members’ employment with Defendants,
26 they were not paid all wages they were owed, including for all work performed (resulting in “off-the-
27 clock” work) and for all their overtime hours worked, and they were not paid at the required rates for
28 overtime. This has resulted in systematic and ongoing violations of the California Labor Code and

relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly workers, including janitors, custodial and cleaning employees, and personalized maintenance personnel, and those in similar and related positions based out of their California.

11. Plaintiff was generally scheduled to work five days per week for eight to nine hours per shift, with shift times generally spanning from 8:00 a.m. to 4:30 p.m. On many occasions, Plaintiff was also required to work longer shifts, but none of the additional time she worked for Defendants were paid at overtime premium rates. Moreover, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours.

12. Defendants' policy and practice of requiring systematic off-the-clock work flowed in part from their unlawful timekeeping procedures. Defendants required timekeeping entries to be inputted via handwritten timesheets or timecards stamped at timeclocks. However, despite Defendants requiring Plaintiff and the Class Members to record time punches for shift start and end times and meal period beginning and end times, the time punches were not always used to calculate the Plaintiff's total hours worked. Additionally, even though Defendants' time clocks recorded Plaintiff's accurate time punches to the minute, Plaintiff's pay stubs fail to reflect so and instead contain rounded or "shaved" hours to the quarter hour. Furthermore, Defendants' managers would modify and adjust time punches to avoid incurring and paying any overtime.

13. Oftentimes, Plaintiff would work through her shift without taking a meal break due to heavy work demands and other work requirements. However, Defendants would manually input into the timekeeping system that Plaintiff took a meal period and did so before the fifth hour of work as required under the Labor Code and Wage Orders. Defendants thus recorded that Plaintiff took compliant meal breaks without regard to whether they were actually taken on time or for the full duration. Upon information and belief, the Class Members were subjected to the same timekeeping and meal break violations as Plaintiff.

14. Additionally, by deducting 30 minutes for a meal that was oftentimes not lawfully provided, if at all, Defendants effectively and unlawfully deducted at least 30 minutes of hours worked from each Employee's daily work shifts. Upon information and belief, Defendants' managers would also modify and/or adjust any timekeeping entries recorded for meal periods that were non-compliant

1 to reflect they were timely or not shortened to avoid incurring and paying meal period premium
2 penalty wages.

3 15. Defendants also required Plaintiff to be prepared to begin work at her scheduled shift
4 start time, and she would be reprimanded if she was not. However, for Plaintiff to do so, she would
5 have to arrive early to the building before her start time. Plaintiff's work shifts generally were
6 scheduled to start at 8:00 a.m. and to be prepared to start working then she had to arrive at the building
7 by at least 10 minutes prior so she could get to the janitor's room where she stored her personal
8 belongings, and retrieve her tools and cleaning supplies before starting her shift. Further, Defendants'
9 managers also contacted Plaintiff by calling and/or texting her personal cell phone regarding work-
10 related matters and scheduling and would do so both throughout the workday and during breaks, and
11 also after work hours.

12 16. Additionally, when Defendants instructed Plaintiff to take her meal breaks before her
13 fifth hour of work, Plaintiff would often clock out for her meal periods in a timely manner to avoid
14 facing reprimand from management. However, due to the workload demands Plaintiff would clock
15 out, but resume working through her meal breaks, effectively working off-the-clock and rendering
16 them on-duty meal periods.

17 17. Defendants' uniformly applied policies and practices resulted in rampant off-the-clock
18 work, and this in turn resulted in Plaintiff working well over eight hours in her work shifts. Defendants
19 should have paid these hours at the required overtime premium rate, but Defendants' unlawful efforts
20 to write off and/or minimize overtime hours resulted in further systematic failure to pay all wages at
21 the required rates, including overtime.

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

1 19. Defendants have either failed to maintain timekeeping records for Plaintiff that would
2 permit Plaintiff to discover the nature and extent of the off-the-clock work Defendants required and
3 the actual hours Plaintiff worked or the breaks she should have received. By failing to pay for all
4 hours worked, and by under-recording regular hours to the detriment of the Class Members,
5 Defendants have committed knowing and intentional ongoing violations of the record keeping
6 requirements under the Labor Code, including section 1174, by either failing to maintain records or
7 retaining inaccurate ones.

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

16 21. Therefore, from at least four years prior to the filing of this lawsuit and continuing to
17 the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
18 worked and failing to pay minimum wages for all time worked, as required by California law. Also,
19 from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants
20 had a consistent policy or practice of failing to pay Employees overtime compensation at premium
21 overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week and
22 double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code §
23 510 and the corresponding sections of IWC Wage Orders.

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

1 failed to authorize and permit Plaintiff and the employee Class Members to take all required 10-
2 minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

3 23. More specifically, Plaintiff worked shifts that entitled her to at least one meal period,
4 but as addressed above, Defendants' managers required Plaintiff and the Class Members to record
5 timely and legally compliant meal periods. If Plaintiff and the Class Members failed to record a meal
6 period, Defendants would access the timekeeping system and retroactively input a meal period being
7 taken, thus automatically deducting that time from hours worked for the shift and attributing it to a
8 meal period. To whatever extent there was ever a schedule for meal periods, it went by the wayside
9 quickly as there always seemed to a work demand to respond to. This led to systematically late meal
10 periods, if they were provided at all, and on-duty meal periods that were incessantly interrupted by
11 heavy work demands and required job duties and tasks to be performed and required Employees to
12 remain under Defendants' control during breaks. Upon information and belief, the other Class
13 Members had to work through meal periods or not take them or took them late so work could be
14 accomplished, or they were required to remain under Defendants' control during meal periods.

15 24. Additionally, Defendants instructed Plaintiff and the Class Members to input into the
16 timekeeping system that they took a thirty-minute period and did so before the fifth hour of work as
17 required under the Labor Code and Wage Orders. Defendants instructed Plaintiff and the Class
18 Members to thus record compliant meal breaks without regard to whether they were actually taken
19 on time or for the full duration or were interrupted by customer and management demands and other
20 work requirements. Plaintiff recalls that not all meal periods were duty free, and despite this fact that
21 Defendants automatically deducted a meal period on each work shift without regard to whether it was
22 actually taken or was otherwise unlawful.

23 25. Therefore, meal period violations systematically occurred ongoing throughout all of
24 Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty
25 payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day.
26 Upon information and belief, the other Class Members were subjected to similar unlawful policies
27 and practices and endured similar violations as Plaintiff.

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1 26. Defendants thus failed to provide all the legally required unpaid, off-duty meal periods
2 and all the legally required paid, off-duty rest periods to Plaintiff and the other Class Members, as
3 required by the applicable Wage Order and Labor Code. Plaintiff and other Class Members were
4 required to perform work as ordered by Defendants for more than five hours during a shift without
5 receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice
6 of requiring off-the-clock work in a manner that would impact when Employees were to receive meal
7 periods and rest breaks and required them to respond to work calls and inquiries and other demands
8 during breaks, thus leading to further violations.

9 27. Upon information and belief, Defendants' systems did not automatically generate a
10 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
11 into a work shift or in the event the time punch records reflected a meal period of less than thirty
12 minutes. However, upon information and belief, to the extent Defendants ever did pay Plaintiff a meal
13 period premium, the meal period premium only accounted for Plaintiff's missed meal period, and not
14 for the meal periods that were short, interrupted, and/or on-duty.

15 28. Defendants thus followed uniformly applied policies of not providing all required meal
16 periods to their Employees. Meal periods were often not properly provided, as work demands
17 impermissibly shortened their breaks. Even when Plaintiff and the Class Members were able to take
18 a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work.
19 Additionally, as addressed above, Defendants followed a practice of requiring off-the-clock work in
20 a manner that would impact when Employees were to receive meal periods and rest breaks, thus
21 leading to further violations.

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

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

8 (a) Class Members were not provided full thirty-minute duty free meal periods for
9 work days in excess of five hours and were not compensated one hour's wages in
10 lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the
11 applicable Industrial Welfare Commission Wage Order(s);

12 (b) Class Members were not provided second full thirty-minute duty free meal periods
13 for work days in excess of ten hours;

14 (c) Class Members were required to work through at least part of their daily meal
15 period(s);

16 (d) Meal periods were provided after five hours of continuous work during a shift; and

17 (e) Class Members were restricted in their ability to take a full thirty-minute meal
18 period or were otherwise required to remain under Defendants' control.

19 31. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff
20 and the Class Members to take duty-free, net ten-minute rest breaks for every four hours of shift work,
21 or major fraction thereof. Plaintiff and the other similarly situated Class Members were either not
22 authorized permitted the opportunity to take a rest break, or were required to work through their rest
23 breaks due to Defendants' workload demands. Upon information and belief, Defendants thus also
24 failed to authorize and permit rest breaks, evidencing Defendants' policy and practice of requiring
25 Plaintiff and the Class Members to remain under their control and continue working during required
26 off-duty rest break times.

27 32. Upon information and belief, rest breaks were neither scheduled nor contemplated by
28 Defendants. Defendants' uniformly applied policies and practices thus resulted in untimely and

1 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
2 Members worked shifts of at least eight hours, which required at least two rest breaks, and often
3 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when
4 Defendants authorized and permitted Plaintiff to take a first rest break, she was not permitted to take
5 a second or a third break, and those that were provided were often late and generally interrupted by
6 job duties and requirement.

7 33. During rest periods, employers must relieve employees of all duties and relinquish
8 control over how employees spend their time. Plaintiff and the Class Members were and are under
9 Defendants' control when they are working through rest breaks and remaining under Defendants'
10 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
11 breaks to Plaintiff and the Class Members. Plaintiff and the Employees in the Class were thus not
12 authorized and permitted to take lawful rest periods, were systematically required by Defendants to
13 work through or during breaks, and were not provided with one hour's wages in lieu thereof. They
14 were required to remain on duty during breaks or portions of their breaks, thus making them either
15 untimely or shortened and on-duty rest breaks under Defendants' uniformly applied policies and
16 practices. Rest period violations therefore arose in one or more of the following manners:

- 17 (a) Class Members were required to work without being provided a minimum ten
18 minute rest period for every four hours or major fraction thereof worked and were
19 not compensated one hour of pay at their regular rate of compensation for each
20 workday that a rest period was not provided;
- 21 (b) Class Members were not authorized and permitted to take timely rest periods for
22 every four hours worked, or major fraction thereof; and
- 23 (c) Class Members were required to remain on-duty or under Defendants' control
24 during rest periods or otherwise had their rest periods interrupted by work
25 demands.

26 34. Defendants have also consistently failed to provide Class Members with timely,
27 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
28 including by the above-described requirement of off-the-clock work, failure to pay all overtime and

1 double time wages owed, and failure to pay premium wages for unprovided or otherwise unlawful
2 meal and rest breaks, and by the systematic and unlawful deductions Defendants took from Employee
3 wages. Defendants have also made it difficult to account with precision for the unlawfully withheld
4 wages and meal and rest period compensation owed to Plaintiff and the Class, during the liability
5 period, including because they did not calculate the regular rate of pay correctly when paying
6 overtime or meal period premiums and because they did not implement and preserve a record-keeping
7 method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and
8 paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock
9 punches were not accurately maintained for work shifts and meal periods, which were automatically
10 presumed by Defendants to have been lawfully provided when they were not. Defendants also failed
11 to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and
12 the Class Members.

13 35. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
14 reporting total hours worked and total wages earned by Plaintiff and the Class Members, along with
15 the appropriate applicable rates, among others requirements. Plaintiff and Class Members are
16 therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code §
17 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC
18 Wage Orders by failing to maintain time records showing when the employee begins and ends each
19 work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours
20 worked by itemizing in wage statements all deductions from payment of wages and accurately
21 reporting total hours worked.

22 36. Defendants also required Plaintiff and the Class Members to work hours off-the-clock
23 for which they were not compensated. They were required to endure off-the-clock work addressed
24 above during interrupted or otherwise on-duty meal and rest periods and were subjected to systematic
25 off-the-clock work. Defendants also failed to pay all overtime premium wages owed for work
26 conducted on a work shift and a workday, as addressed above. Therefore, Defendants have followed
27 a uniform and consistent policy of failing to timely pay all wages owed to Plaintiff and other similarly
28 situated Employees as required by California wage-and-hour laws, including Labor Code § 204.

1 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
2 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two
3 hours of their resignation, as required by California wage-and-hour laws, including Labor Code §
4 201-203.

5 37. From at least four years prior to the filing of this lawsuit and continuing to the present,
6 Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting
7 the Employees' earned wages, including by the above described off-the-clock work and on-duty work
8 while on unpaid meal breaks. In addition to failing to authorize and permit rest breaks, Defendants
9 unlawfully deducted up to 30 minutes for meal periods that were rarely provided or otherwise received
10 without violation. Thus, by deducting 30 minutes for a meal period that was generally not lawfully
11 provided if at all, Defendants effectively and unlawfully deducted at least 30 minutes of hours worked
12 from each Employee's daily work shifts. In order to avoid overtime, Defendants' managers would
13 also move Plaintiffs' clock-in times to later ones as much as needed to offset any unapproved overtime
14 or to make a late meal period timely. By not compensating Employees for all hours worked,
15 Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

16 38. As a result of these illegal policies and practices, Defendants also engaged in and
17 enforced the following additional unlawful practices and policies against Plaintiff and the Class
18 Members he seeks to represent:

- 19 (a) failing to maintain accurate records of Class Members' hours worked and earned
20 wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and section
21 7 of the applicable IWC Wage Orders;
- 22 (b) failing to pay all wages owed to the Class Members twice monthly in accordance
23 with the requirements of Labor Code § 204;
- 24 (c) failing to pay all wages owed to Class Members who either were discharged, laid
25 off, or resigned in accordance with the requirements of Labor Code §§ 201, 202,
26 203; and
- 27 (d) failing to pay Class Members all wages owed, including all meal and rest period
28 premium wages, and failing to pay them at the regular rate of compensation.

39. Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class Members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone related expenses Plaintiff incurred in responding to calls and texts from managers and costs incurred as a result of Defendants' requirement that Class Members clean and maintain their uniforms. Plaintiff and the Class Members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

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

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

CLASS ALLEGATIONS

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

(a) Subclass 1. Minimum Wages Subclass. All Class Members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

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1 (b) Subclass 2. Wages and Overtime Subclass. All Class Members who were
2 not compensated for all hours worked for Defendants at the required rates of pay, including for all
3 hours worked in excess of eight in a day and/or forty in a week.

4 (c) Subclass 3. Meal Period Subclass. All Class Members who were subject to
5 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free
6 meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

7 (d) Subclass 4. Rest Break Subclass. All Class Members who were subject to
8 Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted,
9 duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing
10 to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

11 (e) Subclass 5. Wage Statement Subclass. All Class Members who, within the
12 applicable limitations period, were not provided with accurate itemized wage statements.

13 (f) Subclass 6. Payroll Records Subclass. All Class Members who were subject
14 to Defendants' policy and/or practice of failing to keep accurate time and wage records as required
15 by California wage-and-hour laws.

16 (g) Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All
17 Class Members who were subject to Defendants' policy and practice of not timely paying all wages
18 earned when they were due and payable at least twice monthly.

19 (h) Subclass 8. Termination Pay Subclass. All Class Members who, within the
20 applicable limitations period, either voluntarily or involuntarily separated from their employment and
21 were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

22 (i) Subclass 9. Unauthorized Deductions from Wages Subclass. All Class
23 Members who were subject to Defendants' policy and/or practice of deducting wages earned from
24 their pay, including by requiring off-the-clock work.

25 (j) Subclass 10. Expense Reimbursement Subclass. All Class Members who
26 incurred necessary and reasonable expenses in connection with performing their job duties for
27 Defendants and who were subject to a policy and/or practice under which such expenses were not
28 reimbursed.

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

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

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

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

21 **A. Numerosity**

22 46. The potential members of the class as defined are so numerous that joinder of all the
23 member of the class is impracticable. While the precise number of Class Member has not been
24 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time
25 period relevant to this lawsuit employed, hundreds of Employees who satisfy the Class definition
26 within the State of California. Plaintiff alleges that Defendants' employment records will provide
27 information as to the number and location of all Class Members.

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B. Commonality

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

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- g. Whether Defendants' conduct was willful;
- h. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;
- i. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- j. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;

- 1 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages
2 and compensation due and owing at the time of termination of employment;
3 l. Whether Defendants violated Labor Code § 221;
4 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
5 business expenses incurred by Employees;
6 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
7 o. Whether Employees are entitled to equitable relief pursuant to Business and
8 Professions Code § 17200 *et seq.*

9 **C. Typicality**

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

16 **D. Adequacy of Representation**

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

20 **E. Superiority of Class Action**

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

26 51. As to the issues raised in this case, a class action is superior to all other methods for
27 the fair and efficient adjudication of this controversy, as joinder of all Class Members is impracticable
28 and many legal and factual questions to be adjudicated apply uniformly to all Class Members. Further,

1 as the economic or other loss suffered by vast numbers of Class Members may be relatively small,
2 the expense and burden of individual actions makes it difficult for the Class Members to individually
3 redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered, a class action
4 is the only mechanism that will permit the employment of a fluid fund recovery to ensure that equity
5 is achieved. There will be relatively little difficulty in managing this case as a class action, and
6 proceeding on a class-wide basis will permit Employees to vindicate their rights for violations they
7 endured which they would otherwise be foreclosed from receiving in a multiplicity of individual
8 lawsuits that would be cost prohibitive to them.

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

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

24 54. Plaintiff and the Employees in the Class did not discover the fact that they were entitled
25 to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there ever any
26 discussion about Plaintiff's and the Class's waiver of their Constitutional rights of trial by jury, right
27 to collectively organize and oppose unlawful pay practices under California law as well as obtain
28 injunctive relief preventing such practices from continuing. As a result, the applicable statutes of

1 limitation were tolled until such time as Plaintiff and the Class Members discovered their claims.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

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

7 56. Defendants failed to pay Employees minimum wages for all hours worked. Defendants
8 had a consistent policy of failing to pay Employees for all hours worked, including time spent arriving
9 early, walking to the janitor's and/or cleaning room to store personal belongings, retrieving tools and
10 cleaning supplies prior to clocking in for the start of their shift. Employees would work hours and not
11 receive wages, including as alleged above in connection with off-the-clock work, including all the
12 time required to remain on duty and under Defendants' control during breaks and due to the work
13 demands placed upon them by Defendants' management and by the unlawful deduction of 30-minutes
14 of worked hours and attributing that time to off-the-clock meal periods. Defendants' uniformly
15 applied policies required systematic off-the-clock work and underpayment of all wages owed to
16 Employees over a period of time, while benefiting Defendants. During the relevant time period,
17 Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class Members, including
18 by requiring systematic off-the-clock work. To the extent any local wage ordinances were also
19 applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed
20 to comply with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour
21 practices manifested, without limitation, applicable to the Class as a whole, as a result of
22 implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the
23 other members of the Class as to minimum wage pay.

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

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

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

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

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

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

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

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

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

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

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

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1 **SECOND CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

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

20 70. Defendants had a consistent policy of not paying Employees wages for all hours
21 worked, including by requiring off-the-clock work as addressed above, by unlawful deductions, by
22 under-reporting actual hours worked, and by requiring Employees to do so as well.

23 71. Defendants thus had a consistent policy of not paying Employees wages for all hours
24 worked, including hours at their required regular, overtime, and double-time rates. Defendants, and
25 each of them, have intentionally and improperly changed, adjusted and/or, modified certain
26 employees’ hours, including Plaintiff’s, or required Plaintiff and the Class Members to do so, or
27 otherwise caused them to work off-the-clock to avoid paying Plaintiff and the Class Members all
28 earned and owed straight time and overtime wages and other benefits, in violation of the California

1 Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth
2 by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions
3 by requiring Plaintiff and other similarly situated non-exempt employees to work through meal
4 periods or remain under Defendants' control when they were required to be clocked out or to
5 otherwise work off-the-clock to complete their daily job duties and respond to workload demands
6 from management.

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

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

20 74. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
21 behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions
22 regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as
23 follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period
24 for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
25 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
26 pay period for which the employee was underpaid in addition to an amount sufficient to recover
27 underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
28 employee." Labor Code § 558(c) states, "the civil penalties provided for in this section are in addition

1 to any other civil or criminal penalty provided by law.” Defendants have violated provisions of the
2 Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly,
3 Plaintiff and the Class Members seek the remedies set forth in Labor Code § 558.

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

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

17 77. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
18 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
19 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all
20 their unpaid wages and overtime for all their hours worked, with interest, plus their reasonable
21 attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendants, and
22 each of them, and any additional sums as provided by the Labor Code and/or other statutes.

23 **THIRD CAUSE OF ACTION**

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

25 **(Against All Defendants)**

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

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

7 80. Defendants failed to provide Employees with meal periods as required under the Labor
8 Code and paragraph 11 of the applicable IWC Wage Order. Employees were instructed to clock-out
9 for their meal periods prior to the fifth hour worked. However, even during their off-the-clock meal
10 periods, Employees were often required to work or to otherwise remain under Defendants' control. If
11 and when an Employee failed to take their meal period, Defendants would intentionally and
12 improperly change, adjust and/or, modify Employees hours to reflect that a timely and legally
13 compliant 30-minute meal period was taken.

14 81. Additionally, Employees would have their meal periods shortened and interrupted by
15 Defendants' work demands and requirements to perform off-the-clock work and remain under
16 Defendants' control. Furthermore, upon information and belief, on the occasions when Employees
17 worked more than ten hours in a given shift, they did so without receiving a second uninterrupted
18 thirty-minute meal period as required by law.

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

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

1 the meal period premiums only accounted for Plaintiff's missed meal period, and not for the meal
2 periods that were short, interrupted, and/or on-duty. Defendants thus failed to compensate the
3 Employees in the Class for each meal period not provided or inadequately provided, as required under
4 Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

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

11 **FOURTH CAUSE OF ACTION**

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

13 **(Against All Defendants)**

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

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

19 87. Employees consistently worked consecutive four hour shifts and were generally
20 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit
21 them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage
22 Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive
23 four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than
24 ten minutes for each consecutive four hour shift. Defendants made no effort to schedule or otherwise
25 authorize and permit Plaintiff and the Class Members to take lawful rest breaks. Employees were
26 often required to work or to otherwise remain under Defendants' control during rest periods, including
27 by responding to work requirements, and had a rest break been provided, it would be untimely as a
28 result of the above described off-the-clock work.

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

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

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

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

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

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

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

1 employee these statements twice a month or each time wages are paid.

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

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

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

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

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

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

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

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SIXTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5
(Against All Defendants)

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

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

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

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

104. Defendants have maintained a common unlawful policy and practice of failing to accurately record all hours worked and all meal period start and end times and by adjusting or otherwise rounding and shaving them down. Upon information and belief, Defendants also manipulated timekeeping records to reflect less time worked or to shift time to avoid premiums.

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

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

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SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

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

108. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period.

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

110. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed

1 by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class
2 Members may therefore pursue damages and penalties for violations of Labor Code § 204 and
3 paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the
4 applicable IWC Wage Orders.

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

10 **EIGHTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

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

15 113. Plaintiff and numerous Class Members are no longer employed by Defendants; they
16 either quit Defendants’ employ or were fired therefrom.

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

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

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

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

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

NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

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

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

121. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off-the-clock work, and by automatically deducting time for meal periods when

1 they were not lawfully provided and not paying one hour of pay at the regular rate of compensation
2 for every meal and rest period violation endured by Plaintiff and the other Class Members, as alleged
3 above. If and when Employees failed to record a meal period, Defendants would unlawfully deducted
4 up to 30 minutes for meal periods that were rarely provided or otherwise received without violation.
5 Thus, Defendants effectively and unlawfully deducted at least 30 minutes of hours worked from each
6 Employee's daily work shifts. Defendants also failed to authorize and permit rest breaks. By not
7 compensating Employees for all hours worked, Defendants unlawfully deducted wages earned in
8 violation of Labor Code § 221.

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

11 **TENTH CAUSE OF ACTION**

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

13 **(Against All Defendants)**

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

16 124. Plaintiff is informed and believes and based thereon alleges that throughout the period
17 applicable, Defendants required Plaintiff and the Class Members to pay for necessary work related
18 expenses they incurred. Defendants required Plaintiff and the Class Members to use their cellular
19 phones to conduct work related business such as responding to Defendants' work-related calls and
20 texts and failed to reimburse for such usage. Additionally, Defendants required that Plaintiff and Class
21 Members clean and maintain their uniforms for their jobs. Plaintiff and the Class Members must be
22 reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants
23 systematically failed to do so.

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

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

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

ELEVENTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

130. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in that Defendants' policy and practice failed to provide the required amount of compensation for missed

1 meal and rest breaks, and failed to adequately compensate Plaintiff and Class Members for all hours
2 worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to the
3 applicable California Labor Code and Industrial Welfare Commission requirements in violation of
4 California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue
5 injunctive and equitable relief, pursuant to California Business & Professions Code § 17203,
6 including restitution of wages wrongfully withheld.

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

14 132. Defendants have violated statutes and public policies. Through the conduct alleged in
15 this Complaint Defendants have acted contrary to these public policies, have violated specific
16 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
17 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
18 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
19 guaranteed to all employees under the law.

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

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

26 135. By the conduct alleged herein, Defendants have engaged and continue to engage in a
27 business practice which violates California and federal law, including but not limited to, the
28 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor

Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should issue declaratory and other equitable relief pursuant to California Business & Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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

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

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;

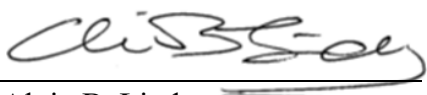
- 1 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 2 8. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 3 9. For restitution and/or damages and penalties for Defendants' failure to pay all wages
- 4 due twice monthly under Labor Code § 204, as may be proven;
- 5 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired
- 6 in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 7 11. For restitution and/or damages for all amounts unlawfully withheld from the wages
- 8 for all Class Members in violation of Labor Code § 221, as may be proven;
- 9 12. For damages and restitution for failure to reimburse all reasonable and necessary
- 10 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;
- 11 13. For restitution for unfair competition pursuant to Business & Professions Code
- 12 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 13 14. For an order enjoining Defendants and their agents, servants, and employees, and all
- 14 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
- 15 adumbrated in this Complaint;
- 16 15. For other wages and penalties under the Labor Code as may be proven;
- 17 16. For all general, special, and incidental damages as may be proven;
- 18 17. For an award of pre-judgment and post-judgment interest;
- 19 18. For an award providing for the payment of the costs of this suit;
- 20 19. For an award of attorneys' fees; and
- 21 20. For such other and further relief as this Court may deem proper and just.

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23 DATED: September 17, 2025

D.LAW, INC.

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25 By: 

Alvin B. Lindsay

William Tran

Attorneys for Plaintiff Ana Panduro
Saavedra and all others similarly situated

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DATED: September 17, 2025

By:

Alvin B. Lindsay

William Tran

Attorneys for Plaintiff Ana Panduro
Saavedra and all others similarly situated