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and on behalf of all employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

PRINCESSALEXIA CHANNEL WHITE, as
an individual and on behalf of all employees
similarly situated,

Plaintiff,

v.

SGB VENTURES LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. VCU296946

FIRST AMENDED COMPLAINT

1. Violation of Labor Code §§ 204, 510, 1194, 1198 (Failure to Pay All Wages);
2. Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods);
3. Violation of Labor Code § 226.7 (Failure to Provide Rest Periods);
4. Violation of Labor Code § 226, (Failure to Keep Accurate Itemized Wage Statements);
5. Violation of Labor Code §§ 201-203, 227.3 (Failure to Pay Wages and Accrued Vacation Upon Termination of Employment);
6. Violation of Labor Code § 2802 (Failure to Reimburse for Necessary Expenditures);
7. Violation of Bus. & Prof. Code § 17200 et seq. (Unfair Business Practices);and
8. Violation of the Private Attorneys General Act, Labor Code sections 2698, et seq

DEMAND FOR JURY TRIAL

1 Plaintiff PRINCESSALEXIA CHANNEL WHITE (hereinafter referred to as “Plaintiff”)
2 on behalf of herself and all others similarly situated, and as representative of the State of California
3 and the Labor and Workforce Development Agency (“LWDA”), based upon facts that either have
4 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
5 further investigation and discovery, complains and alleges as follows:

6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiff and the class she seeks to
8 represent (“Class” or “Class Members”). Class Members consist of all non-exempt, hourly-paid
9 employees currently and/or formerly employed by SGB Ventures LLC in the State of California
10 during the Class Period. The term “Class Period” is defined as four (4) years prior to the filing
11 of this Complaint through the date final judgment is entered. Plaintiff reserves the right to amend
12 this Complaint to reflect a different “Class Period” or “Class” as further discovery is conducted.

13 2. Plaintiff, individually and on behalf of the class she seeks to represent, seeks relief
14 against SGB Ventures LLC (“Defendant”) for Defendant’s failure to pay all wages due in
15 violation of Labor Code Sections 204, 510 and 1194, including both regular and overtime wages;
16 failure to provide meal periods or compensation in lieu thereof pursuant to Labor Code Sections
17 226.7 and 512, the applicable Industrial Welfare Commission Wage Orders, and Code of
18 Regulations, Title 8, Section 11000 et seq.; failure to provide rest periods or compensation in lieu
19 thereof pursuant to Labor Code Sections 226.7 and 512, the applicable Industrial Welfare
20 Commission Wage Orders, and Code of Regulations, Title 8, Section 11000 et seq.; failure to
21 provide accurate itemized wage statements upon payment of wages pursuant to Labor Code
22 Sections 226, subdivision (a), 1174, and 1175; failure to reimburse for necessary expenditures
23 pursuant to Labor Code Section 2802; and failure to pay wages of terminated or resigned
24 employees pursuant to Labor Code Sections 201, 202, and 203 and failure to pay all accrued
25 vacation wages at termination pursuant to Labor Code Section 227.3.

26 3. Plaintiff seeks equitable remedies in the form of declaratory relief and injunctive
27 relief, and relief under Business and Professions Code Section 17200 et seq. for unfair business
28 practices.

1 4. At all relevant times herein, Defendant has consistently maintained and enforced
2 against Plaintiff and Class the following unlawful practices and policies:

- 3 (a) willfully refusing to pay Plaintiff and Class for all hours worked, including
4 both regular and overtime;
5 (b) willfully refusing to permit Plaintiff and Class from taking meal periods or
6 compensation in lieu thereof;
7 (c) willfully refusing to permit Plaintiff and Class from taking rest periods or
8 compensation in lieu thereof;
9 (d) willfully refusing to furnish to Plaintiff and Class accurate itemized wage
10 statements upon payment of wages;
11 (e) willfully refusing to compensate Plaintiff and certain members of the Class
12 wages and accrued vacation due and owing at the time of Plaintiff and
13 Class Members' employment with Defendant ended; and
14 (f) willfully refusing to reimburse Plaintiff and Class for necessary
15 expenditures.

16 5. On information and belief, Defendant was on actual and constructive notice of
17 the improprieties alleged herein and intentionally refused to rectify their unlawful policies.
18 Defendant's violations, as alleged above, during all relevant times herein were willful and
19 deliberate.

20 6. At all relevant times, Defendant was and is legally responsible for all of the
21 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
22 foregoing paragraphs as the employer of Plaintiff and Class. Further, Defendant is responsible
23 for each of the unlawful acts or omissions complained of herein under the doctrine of
24 "respondeat superior".

25 7. Plaintiff further brings this action as a representative of the State of California
26 and the Labor and Workforce Development Agency ("LWDA") to recover civil penalties
27 pursuant to the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, et seq.,
28

1 for violations of numerous Labor Code provisions, including, but not limited to, sections 201-
2 203, 204, 226, 226.7, 227.3, 510, 512, 1174, 1194, and 2802, as well as violations of the
3 applicable Wage Order.

4 **JURISDICTION AND VENUE**

5 8. Venue is proper in this judicial district and in the County of Tulare, California
6 because Defendant maintained its location and/or transacted business in this county, the
7 obligations and liability arise in this county, and work was performed by members of the proposed
8 class made the subject of this action in this county.

9 9. The wages, statutory penalties, monetary damages and restitution sought by
10 Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established
11 according to proof at trial. This Court has jurisdiction over this action pursuant to the California
12 Constitution, article VI, Section 10. The statutes under which this action is brought do not specify
13 any other basis for jurisdiction.

14 10. The California Superior Court has jurisdiction in the matter because the individual
15 claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for
16 Federal Court and the five million dollars (\$5,000,000.00) aggregate jurisdictional threshold for
17 Federal Court and, upon information and belief, Plaintiff and Defendant are residents of,
18 domiciled in, or otherwise subject to jurisdiction in the State of California. Further, there is no
19 federal question at issue as the issues herein are based solely on California statutes and law
20 including the Labor Code, Industrial Welfare Commission ("IWC") Wage Orders, the Code of
21 Civil Procedure, the Rules of Court, and the Business and Professions Code.

22 **THE PARTIES**

23 **A. Plaintiff**

24 11. Plaintiff, at all relevant times herein, was Defendant's employee and was entitled
25 to compensation for all hours worked, including regular time and overtime compensation, and
26 penalties from Defendant. Plaintiff was employed by Defendant as a non-exempt, hourly paid
27 employee during the Class Period. Specifically, Plaintiff worked as a manager and assistant
28 manager for Defendant from approximately June 2022 to October 20, 2022 at Defendant's facility

located 3839 S. Mooney Blvd, Visalia, CA 93277. Each of the Class Members are identifiable, current and/or former similarly situated persons who were employed in non-exempt hourly positions in California by Defendant during the Class Period.

B. Defendant

12. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a limited liability company. Defendant provides bakery services. On information and belief, Defendant was and/or is the employer of Plaintiff and Class during the Class Period. Plaintiff also alleges that Defendant is conducting business in good standing in California.

13. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that these Defendants are legally responsible for the payment of overtime compensation, rest and meal period compensation, and wages to Plaintiff and Class by virtue of their unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of each DOE Defendants when ascertained.

14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and Class.

15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the Defendant, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with permission and consent of the Defendant. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendant.

1 16. Plaintiff is informed and believes, and based thereon alleges, that each of the
2 Defendant sued herein was, at all times relevant hereto, the employer, owner, shareholder,
3 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
4 agent, joint employer and/or alter-ego of the remaining Defendant, and was acting, at least in part,
5 within the course and scope of such employment and agency, with the express and implied
6 permission, consent, and knowledge, approval and/or ratification of the other Defendant.

7 17. The above Defendant, managing agents, and supervisors aided, abetted, condoned,
8 permitted, approved, authorized and/or ratified the unlawful acts described herein.

9 **ADMINISTRATIVE PREREQUISITE**

10 18. On March 24, 2023, prior to filing this complaint, Plaintiff gave written notice by
11 electronically filing the notice with the Labor Workforce Development Agency (“LWDA”)
12 (LWDA Case No. LWDA- 944341-23), and by certified mail to Defendant of the specified
13 provisions alleged to have been violated, including the facts and theories to support the alleged
14 violations as required by Labor Code Section 2699.3.

15 19. A true and correct copy of Plaintiff’s letter sent to the LWDA and Defendant dated
16 March 24, 2023, is attached hereto as “**Exhibit A**”. As of the filing of this complaint, LWDA has
17 not responded to the written notice.

18 20. Under Labor Code Section 2699.3 subsection (a), a plaintiff may bring a cause
19 of action under PAGA only after giving notice to the Labor Workforce Development Agency
20 (“LWDA”) and the employer of the Labor Code Sections alleged to have been violated, and
21 after receiving notice from the LWDA of its intention not to investigate, or after 65 days have
22 passed without notice.

23 21. More than sixty-five (65) days have passed without notice from the LWDA.
24 Accordingly, all administrative prerequisites to filing this action have been fulfilled.

25 **GENERAL ALLEGATIONS**

26 22. Plaintiff was employed as a manager and assistant manager for Defendant from
27 approximately June 2022 to October 20 2022.

1 23. Labor Code Section 1194 provides that notwithstanding any agreement to work
2 for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to
3 recover in a civil action the unpaid balance of his or her overtime compensation, including interest
4 thereon, reasonable attorneys' fees, and costs of suit.

5 24. Labor Code Section 204 requires employers to pay employees all earned wages
6 two times per month on days designated in advance by the employer as regular paydays.
7 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
8 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
9 month during which the labor was performed, and labor performed between the 16th and the last
10 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
11 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
12 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
13 the wages are paid not more than seven calendar days following the close of the payroll period.
14 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all
15 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
16 worked. However, during Class period, Defendant systematically failed and refused to pay the
17 employees all wages due, and failed to pay those wages twice a month, in that employees were
18 not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods
19 not authorized and permitted by Defendant, and all wages for all hours worked.

20 25. Further, Business and Professions Code Section 17203 provides that any person
21 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
22 Business and Professions Code Section 17204 provides that any person who has suffered actual
23 injury and has lost money or property as a result of the unfair competition may bring an action in
24 a court of competent jurisdiction.

25 26. During all, or a portion of the Class Period, Plaintiff and each member of the Class
26 was employed by Defendant in the State of California.

27 27. Plaintiff and Class Members were non-exempt employees covered under one or
28 more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage Orders,

1 regulations and statutes, and each Class Member was not subject to an exemption for executive,
2 administrative or professional employees, which imposed obligations on the part of Defendant to
3 pay Plaintiff and Class Members lawful overtime compensation.

4 28. Plaintiff and Class were covered by one or more IWC Wage Order(s), and Labor
5 Code Section 226.7 and other applicable Wage Orders, regulations and statutes which imposed
6 an obligation on the part of Defendant to pay Plaintiff and Class rest and meal period
7 compensation.

8 29. During the Class Period, Defendant were obligated to pay Plaintiff and Class
9 Members for all hours worked. However, Defendant failed to pay Plaintiff and Class Members
10 for all hours worked at the legally mandated wage rates, including all overtime wages.
11 Defendant regularly used a system of time rounding in a manner that resulted, over a period of
12 time, in failing to compensate Plaintiff and Class Members properly for all the time they have
13 actually worked, even though the realities of Defendant's operations are such that it is possible,
14 practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant
15 frequently paid Plaintiff and Class Members less than all their work time. Some of this unpaid
16 work also should have been paid at the overtime rate. Throughout the statutory period
17 Defendant also failed to pay Plaintiff and Class Members the proper double time rate when
18 Plaintiff and Class Members worked more than 12 hours in one workday. Throughout the Class
19 Period Defendant also required Plaintiff and Class Members to work split shifts but refused to
20 pay split shift premiums. Throughout the statutory period, Defendant also maintained a policy
21 and practice of requiring Plaintiff and Class Members to perform work "off-the-clock".
22 During the Class Period Defendant required Plaintiff and Class Members to work after
23 clocking out from work uncompensated. In maintaining a practice of not paying all wages
24 owed, Defendant failed to maintain accurate records of the hours Plaintiff and Class Members
25 worked. In doing so, Defendant also failed to maintain accurate records of the hours Plaintiff
26 and Class Members worked.
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1 30. During the Class Period, Defendant were obligated to pay Plaintiff and Class
2 Members overtime compensation for all hours worked in excess of eight (8) hours of work in one
3 (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked in
4 excess of twelve (12) in one (1) day. However, often times Plaintiff and Class Members were
5 required to work overtime in excess of eight (8) hours per workday and in excess of forty (40)
6 hours per workweek but were not paid at the proper overtime rate of pay.

7 31. During the Class Period, Defendant were obligated to provide Plaintiff and Class
8 with a work-free meal period within the first five (5) hours of a shift when the workday was
9 longer than six (6) hours. Plaintiff and Class Members were entitled to a full, thirty (30) minute,
10 off-duty meal period when they worked in excess of six (6) hours within the first five (5) hours
11 of their shifts. However, Plaintiff and Class Members were routinely not provided with timely,
12 30-minute off-duty meal periods, and were not permitted and authorized to take uninterrupted
13 rest periods. Moreover, Defendant did not have adequate written policies or practices providing
14 meal periods for Plaintiff and Class, nor did Defendant have adequate policies or practices
15 regarding the timing of meal periods. Plaintiff and Class Members would often times miss their
16 meal periods, have interrupted or short meal periods. Plaintiff and Class Members have never
17 been authorized or taken their second or third meal periods. Defendant also failed to record meal
18 periods during some period of time in violation of California law requirements. Accordingly,
19 Defendant's policy and practice was to not provide meal periods to Plaintiff and Class Members
20 in compliance with California law.

21 32. Additionally, Defendant were obligated to provide Plaintiff and Class Members
22 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each
23 day. Defendant prevented Plaintiff and Class Members from taking rest breaks throughout their
24 shifts. Plaintiff and Class Members were generally precluded from taking rest periods due to
25 Defendant's failure to maintain the rest break policy to provide relief and thereby allow Plaintiff
26 and Class Members the opportunity to take rest breaks. Moreover, Defendant did not have
27 adequate policies or practices permitting or authorizing rest periods for Plaintiff and Class, nor
28 did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant

1 did not schedule rest periods every 4 hours or a major fraction. Plaintiff and Class Members have
2 never been authorized to take second, third or fourth rest breaks. Accordingly, Defendant' policy
3 and practice was for Plaintiff and Class Members to work through rest periods and to not authorize
4 or permit them to take any rest periods. Accordingly, Defendant's policy and practice was to not
5 authorize and permit Plaintiff and Class to take rest periods in compliance with California law.

6 33. Further, due to the pressure from Defendant and failure to maintain an adequate
7 policy, and in violation of Labor Code and applicable IWC Wage Orders, Plaintiff was not
8 authorized and permitted to take a second rest period, on shifts exceeding six hours of work,
9 and/or third rest breaks, on shifts exceeding ten hours of work. *Brinker Restaurant Corp. v.*
10 *Superior Court*, 53 Cal.4th 1004, 1030 (2012). "Employees are entitled to 10 minutes rest for
11 shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
12 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on."

13 34. Furthermore, Defendant failed and/or refused to pay Plaintiff and Class Members
14 one (1) hour's pay at the employees' regular rate of pay as premium compensation for Defendant'
15 failure to provide lawful thirty (30) minute, off-duty meal periods and failure to provide lawful
16 ten (10) minute rest periods within the statutory time frames.

17 35. Defendant also failed to indemnify Plaintiff and Class Members all necessary
18 expenditures incurred in direct discharge of their duties. During the course of employment,
19 Plaintiff and Class Members were required to incur various business expenses at their own cost,
20 including, but not limited to the usage of personal cell phones and vehicles for work. Plaintiff and
21 Class Members were required to use their personal cell phones to download and use work related
22 applications. Plaintiff and Class Members were required to wear a uniform but were not
23 reimbursed for washing and maintaining the uniforms. Plaintiff was also required to work from
24 home but was not reimbursed for her home personal computer usage when she was not provided
25 a work computer, home internet and home office.

26 36. Labor Code Section 551 provides that every person employed in any occupation
27 of labor is entitled to one day's rest in seven. Additionally, Labor Code Section 552 prohibits
28 employers from requiring employees to work more than six consecutive days without a day of

1 rest. Defendant scheduled Plaintiff and Class Members to work six (6) or more hours per day and
2 more than seven (7) consecutive days in a workweek in violation of Labor Code requirements.

3 37. Labor Code Section 227.3 requires employers to pay employees for all unused
4 vested vacation time at their final rate of pay upon termination of their employment. During the
5 Class period, Defendant maintained a policy and practice of failing to pay Plaintiff and Class
6 Members the correct amount of vacation pay owed at the termination of employment. For
7 instance, when Plaintiff's employment with Defendant terminated, she was owed vacation wages
8 at her true final wage rate on her final pay check from Defendant even though she had accrued
9 unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct
10 amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's
11 policy and practice that applied to Class Members.

12 38. Defendant continues to employ non-exempt, hourly-paid employees within
13 California.

14 39. Plaintiff and Class Members primarily performed non-exempt work, often in
15 excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s),
16 regulations or statutes, and therefore entitled the Plaintiff and Class Members to overtime
17 compensation at the rate of one and a half times their regular rate of pay and, when applicable,
18 double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or
19 statutes.

20 40. During the Class Period, Defendant required Plaintiff and Class Members to work
21 regular hours, off the clock hours, and overtime hours without lawful compensation in violation
22 of the applicable IWC Wage Order(s), regulations and statutes, and Defendant: (1) willfully failed
23 and refused, and continue to fail and refuse to pay compensation for all hours worked, including
24 lawful regular time and overtime compensation, to Class Members; and (2) willfully failed and
25 refused, and continue to fail and refuse to pay due and owing wages promptly upon termination
26 of employment to Plaintiff and affected Class Members.

27 41. Class Members who ended their employment with Defendant during the Class
28 Period but were not paid the above due compensation for all hours worked timely upon the

1 termination of their employment as required by Labor Code Sections 201, 202, and 203 are
2 entitled to penalties as provided by Labor Code Section 203. Moreover, Labor Code Section 227.3
3 requires employers to pay employees for all unused vested vacation time at their final rate of pay
4 upon termination of their employment. During the Class period, Defendant maintained a policy
5 and practice of failing to pay Plaintiff and Class the correct amount of vacation pay owed at the
6 termination of employment. For instance, when Plaintiff's employment with Defendant
7 terminated, she was owed vacation wages at her true final wage rate on her final paycheck from
8 Defendant even though she had accrued unused vacation time. On information and belief,
9 Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated
10 incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved
11 Employees.

12 42. During the Class Period, Defendant failed to furnish Plaintiff and Class with
13 accurate, itemized wage statements showing all applicable hourly rates, and all gross and net
14 wages earned (including correct hours worked, correct wages earned for hours worked, correct
15 overtime hours worked, correct wages for meal periods that were not provided in accordance
16 with California law, correct wages for rest periods that were not authorized and permitted to
17 take in accordance with California law). As a result of these violations of California Labor
18 Code § 226(a), Plaintiff and Class suffered injury because, among other things:

- 19 (a) the violations led them to believe that they were not entitled to be paid
20 minimum wages, overtime wages, meal period premium wages, and rest
21 period premium wages to which they were entitled, even though they were
22 entitled;
- 23 (b) the violations led them to believe that they had been paid the minimum,
24 overtime, meal period premium, and rest period premium wages, even
25 though they had not been;
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- 1 (c) the violations led them to believe they were not entitled to be paid overtime,
2 meal period premium, and rest period premium wages at the correct
3 California rate even though they were;
- 4 (d) the violations led them to believe they had been paid overtime, meal period
5 premium, and rest period premium wages at the correct California rate even
6 though they had not been;
- 7 (e) the violations hindered them from determining the amounts of overtime,
8 meal period premium, and rest period premium owed to them;
- 9 (f) in connection with their employment before and during this action, and in
10 connection with prosecuting this action, the violations caused them to have
11 to perform mathematical computations to determine the amounts of wages
12 owed to them, computations they would not have to make if the wage
13 statements contained the required accurate information;
- 14 (g) by understating the wages truly due them, the violations caused them to lose
15 entitlement and/or accrual of the full amount of Social Security, disability,
16 unemployment, and other governmental benefits;
- 17 (h) the wage statements inaccurately understated the wages, hours, and wages
18 rates to which Plaintiff and Class were entitled, and Plaintiff and Class were
19 paid less than the wages and wage rates to which they were entitled.
20

21 Thus, Plaintiff and Class are owed the amounts provided for in California Labor Code §
22 226(e), including actual damages.

23 43. Defendant knew or should have known that Plaintiff and Class members were
24 entitled to receive accurate wage statements, which would include meal break premiums, and/or
25 rest break premiums, as required by Labor Code 226.

26 44. Defendant knew or should have known that Plaintiff and Class Members were
27 entitled to timely payment of all wages earned upon termination. Plaintiff and Class Members did
28

not receive payment of all wages, including but not limited to, meal and rest break premiums, in violation of the Labor Code.

CLASS ALLEGATIONS

45. Plaintiff brings this action on behalf of herself and all other similarly situated persons as a class action pursuant to Code of Civil Procedure Section 382. The Class is composed of and defined as follows:

- (a) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and were not paid all wages owed, including but not limited to the legally requisite regular time rate, overtime rate and/or double-time rate as specifically described herein;
- (b) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been provided a meal period for shifts in excess of five (5) hours within the first five (5) hours such shifts, and were not provided one (1) hour's pay for each day during which a lawful meal period was not provided;
- (c) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been provided a rest period for every four (4) hours, or major fraction thereof, worked per day, and were not provided compensation of one (1) hour's pay for each day on which such rest period(s) was not provided;
- (d) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been reimbursed expenditures in discharge of their duties;

1 (e) All persons who are employed or have been employed by Defendant in the
2 State of California, and who, within the three (3) years of the filing of this
3 Complaint to the present, have worked as non-exempt employees and have
4 been terminated or resigned, and have not been paid wages pursuant to Labor
5 Code Section 203 and are owed restitution and waiting time penalties for
6 unpaid wages;

7 (f) All persons who are employed or have been employed by Defendant in the
8 State of California, and who, within the one (1) year of the filing of this
9 Complaint to the present have worked as non-exempt employees and were not
10 provided an accurate payroll record or wage statement as required under Labor
11 Code Sections 226 and 1174;

12 (g) All persons who are employed or have been employed by Defendant in the
13 State of California, and who, within the four (4) years of the filing of this
14 Complaint to the present, have worked as non-exempt employees and were
15 subjected to unlawful and unfair business practices within the meaning of
16 California's Unfair Competition Law and who suffered injury, including lost
17 money, as a result of Defendant's unlawful and unfair business practices.

18 46. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
19 necessary to amend the definition of the Class. Plaintiff will formally define and designate a class
20 definition at such time when Plaintiff seeks to certify the Class alleged in this Complaint.

21 47. This action has been brought and may be maintained as a class action pursuant to
22 Code of Civil Procedure Section 382 because there is a well-defined common interest of many
23 persons and it is impractical to bring them all before the court.

24 48. The Court should permit this action to be maintained as a class action pursuant to
25 Code of Civil Procedure Section 382 because:

26 (a) The questions of law and fact common to Class predominate over any
27 question affecting only individual class members;
28

- 1 (b) A class action is superior to any other available method for the fair and
2 efficient adjudication of the claims of the Class members;
- 3 (c) Class is so numerous that it is impractical to bring all members of the
4 Class before the Court;
- 5 (d) Plaintiff and Class Members will not be able to obtain effective and
6 economic legal redress unless the action is maintained as a class action;
- 7 (e) There is a community of interest in obtaining appropriate legal and
8 equitable relief for the common law and statutory violations and other
9 improprieties and in obtaining adequate compensation for the damages
10 and injuries which Defendant's actions have inflicted upon Class;
- 11 (f) There is a community of interest in ensuring that the combined assets and
12 available insurance of the Defendant are sufficient to adequately
13 compensate Class Members for the injuries sustained;
- 14 (g) Without class certification, the prosecution of separate actions by
15 individual members of the Class would create a risk of:
- 16 (1) Inconsistent or varying adjudications with respect to individual
17 members of the Class which would establish an incompatible
18 standard of conduct for Defendant; and/or
- 19 (2) Adjudications with respect to the individual members which
20 would, as a practical matter, be dispositive of the interests of other
21 members not parties to the adjudications, or would substantially
22 impair or impede their ability to protect their interests, including
23 but not limited to the potential for exhausting the funds available
24 from those parties who are, or may be, responsible Defendant; and
- 25 (h) Defendant have acted or refused to act on grounds generally applicable to
26 Class, thereby making final injunctive relief appropriate with respect to
27 Class as a whole.

28 49. There is a well-defined community of interest in the litigation and Class is

1 readily ascertainable:

- 2 (a) Numerosity: The members of Class (and each subclass, if any) are so
3 numerous that joinder of all members would be unfeasible and impractical.
4 The membership of the entire Class is unknown to Plaintiff at this time,
5 however, the Class is estimated to be greater than 80 individuals and the
6 identity of such membership is readily ascertainable by inspection of
7 Defendant's records.
- 8 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
9 interests of each Class Member with whom there is a shared, well-defined
10 community of interest, and Plaintiff's claims (or defenses, if any) are typical
11 of all Class Members' claims as demonstrated herein.
- 12 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
13 the interests of each Class Member with whom there is a shared, well-
14 defined community of interest and typicality of claims, as demonstrated
15 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
16 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
17 rules governing class action discovery, certification, and settlement.
18 Plaintiff has incurred, and throughout the duration of this action, will
19 continue to incur costs and attorneys' fees that have been, are, and will be
20 necessarily expended for the prosecution of this action for the substantial
21 benefit of each class member.
- 22 (d) Superiority: A Class Action is superior to other available methods for the
23 fair and efficient adjudication of the controversy, including consideration of:
24
25 1. The interests of the members of the Class in individually
26 controlling the prosecution or defense of separate actions;
27
28 2. The extent and nature of any litigation concerning the

1 controversy already commenced by or against members of the
2 Class;

3 3. The desirability or undesirability of concentrating the
4 litigation of the claims in the particular forum; and

5 4. The difficulties likely to be encountered in the management of
6 a class action.

7 (e) Public Policy Considerations: The public policy of the State of California is
8 to resolve the California Labor Code claims of many employees through a
9 class action. Indeed, current employees are often afraid to assert their rights
10 out of fear of direct or indirect retaliation. Former employees are also
11 fearful of bringing actions because they believe their former employers
12 might damage their future endeavors through negative references and/or
13 other means. Class actions provide the class members who are not named in
14 the complaint with a type of anonymity that allows for the vindication of
15 their rights at the same time as their privacy is protected.
16

17 50. Plaintiff contemplates the eventual issuance of notice to the proposed members of
18 the Class that would set forth the subject and nature of the instant action. Defendant's own
19 business records may be utilized for assistance in the preparation and issuance of the
20 contemplated notices. To the extent that any further notices may be required, Plaintiff would
21 contemplate the use of additional techniques and forms commonly used in class actions, such as
22 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
23 other methods suitable to Class and deemed necessary and/or appropriate by the Court.

24 **FIRST CAUSE OF ACTION**

25 **Failure to Pay All Wages for All Hours Worked**

26 **(Against Defendant, DOES 1 through 50, and each of them)**

27 51. Plaintiff and Class Members re-allege and incorporate by reference all preceding
28 paragraphs of this complaint as though fully set forth herein.

52. Labor Code Section 510, subdivision (a) states in pertinent part: “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

53. Labor Code Section 1194, subdivision (a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

54. Further, pursuant to Labor Code Section 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

55. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

56. Pursuant to the IWC Wage Order(s), Defendant is required to pay Plaintiff and Class Members for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

57. Pursuant to Labor Code Section 551 that every person employed in any occupation of labor is entitled to one day’s rest in seven. Additionally, Labor Code Section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. Defendant scheduled Plaintiff and Class Members to work six (6) or more hours per day and more than seven (7) consecutive days in a workweek in violation of Labor Code requirements.

58. During the Class Period, Defendant was obligated to pay Plaintiff and Class Members for all hours worked. However, Defendant failed to pay Plaintiff and Class Members for all hours worked at the legally mandated wage rates. Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate

1 Plaintiff and Class Members properly for all the time they have actually worked, even though
2 the realities of Defendant' operations are such that it is possible, practical, and feasible to count
3 and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and
4 Class Members less than all their work time. Some of this unpaid work also should have been
5 paid at the overtime rate. Throughout the statutory period Defendant also failed to pay Plaintiff
6 and Class Members the proper double time rate when Plaintiff and Class Members worked
7 more than 12 hours in one workday. Throughout the Class Period Defendant also required
8 Plaintiff and Class Members to work split shifts but refused to pay split shift premiums.
9 Throughout the Class Period, Defendant also maintained a policy and practice of requiring
10 Plaintiff and Class Members to perform work "off-the-clock". During the statutory period
11 Defendant required Plaintiff and Class Members to work after clocking out from work
12 uncompensated. In maintaining a practice of not paying all wages owed, Defendant failed to
13 maintain accurate records of the hours Plaintiff and Class Members worked. In doing so,
14 Defendant also failed to maintain accurate records of the hours Plaintiff and Class Members
15 worked.
16

17 59. Plaintiff and Class Members were required to work overtime in excess of eight (8)
18 hours per workday and in excess of forty (40) hours per workweek, but were not paid at the proper
19 overtime rate of pay.

20 60. Labor Code Section 204 requires employers to pay employees all earned wages
21 two times per month on days designated in advance by the employer as regular paydays.
22 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
23 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
24 month during which the labor was performed, and labor performed between the 16th and the last
25 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
26 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
27 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
28 the wages are paid not more than seven calendar days following the close of the payroll period.

1 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all
2 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
3 worked. However, during Class period, Defendant systematically failed and refused to pay the
4 employees all wages due, and failed to pay those wages twice a month, in that employees were
5 not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods
6 not authorized and permitted by Defendant, and all wages for all hours worked.

7 61. Defendant's pattern, practice and uniform administration of corporate policy
8 regarding illegal employee compensation as described herein is unlawful and creates an
9 entitlement, pursuant to Labor Code Section 218, to recovery by Plaintiff and the members of the
10 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
11 appropriate rate.

12 62. Pursuant to Labor Code Section 1194.2(a) (which provides that in any action under
13 Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members
14 of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours
15 of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully
16 unpaid and interest thereon.

17 63. That calculation of individual damages for Class Members may at some point be
18 required does not foreclose the possibility of taking common evidence on questions regarding
19 their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v.*
20 *Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981)
21 30 Cal.3d 256).

22 64. Pursuant to Labor Code Sections 218.6 and 1194(a) and Civil Code Section 3287,
23 Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

24 65. Pursuant to Labor Code Sections 218.5 and/or 1194, Class Members request that
25 the Court award reasonable attorneys' fees and costs incurred by them in this action.

26 **SECOND CAUSE OF ACTION**

27 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

28 **(Against Defendant, DOES 1 through 50, and each of them)**

1 66. Plaintiff and Class Members re-allege and incorporate by reference all preceding
2 paragraphs of this complaint as though fully set forth herein.

3 67. Labor Code Sections 226.7 and 512 provide that no employer shall employ any
4 person for a work period of more than five (5) hours without providing a meal period of not less
5 than thirty (30) minutes within the fifth (5th) hour of work, or employ any person for a work
6 period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30)
7 minutes.

8 68. Labor Code Section 226.7 provides that if an employer fails to provide an
9 employee a meal period in accordance with this Section, the employer shall pay the employee one
10 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
11 period is not provided in accordance with this Section.

12 69. Defendant failed to schedule Plaintiff and Class Members in a manner as to
13 reasonably ensure that Plaintiff and Class Members could take such meal periods within the
14 statutory timeframe. As a result, Plaintiff and Class were often forced to forego their meal
15 periods, work during their meal periods and/or take meal periods after the fifth (5th) hour of their
16 shifts. In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiff
17 and Class Members in violation of Labor Code Sections 226.7 and 512, and other regulations and
18 statutes.

19 70. At all times relevant hereto, Plaintiff and Class have worked more than five (5)
20 hours in a workday.

21 71. At all times relevant hereto, Defendant failed to schedule Plaintiff and Class
22 Members in a manner so as to reasonably provide work-free meal periods in accordance with
23 Labor Code Sections 226.7 and 512.

24 72. By virtue of Defendant's failure to schedule Plaintiff and Class Members in such
25 a way as to provide a timely and/or work free meal period to Plaintiff and Class Members, Plaintiff
26 and Class Members have suffered, and will continue to suffer, damages in an amount which is
27 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
28 ascertained according to proof at trial.

73. Plaintiff, individually and on behalf of Class Members, requests recovery of meal period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties against Defendant in a sum as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods or Compensation in Lieu Thereof

(Against Defendant, DOES 1 through 50, and each of them)

74. Plaintiff and Class Members re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

75. The IWC Wage Orders and Labor Code Section 226.7 provides that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours or major fraction thereof.

76. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to provide an employee rest period in accordance with this Section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

77. During the Class Period, Defendant did not provide Plaintiff and Class Members with a ten-minute rest period for every four (4) work hours or major fraction thereof. Therefore, Plaintiff and Class Members were not provided lawful rest periods.

78. Defendant failed and/or refused to implement a policy by which Plaintiff and Class Members could receive rest periods and/or work free rest periods. By and through its actions, Defendant intentionally and improperly denied rest periods to Plaintiff and Class Members in violation of Labor Code Sections 226.7 and 512.

79. At all times relevant hereto, Plaintiff and Class have worked more than four (4) hours in a workday.

80. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer,

1 damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of
2 this Court and which will be ascertained according to proof at trial.

3 81. Plaintiff, individually and on behalf of employees similarly situated, requests
4 recovery of rest period compensation pursuant to Labor Code Section 226.7 for the four (4) years
5 prior to filing this Complaint, as well as the assessment of any statutory penalties against
6 Defendant, and each of them, in a sum as provided by the Labor Code and/or any other statute.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Provide Accurate Itemized Wage Statements**

9 **(Against Defendant, DOES 1 through 50, and each of them)**

10 82. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
11 of this complaint as though fully set forth herein.

12 83. Labor Code Section 1174, subdivision (d) requires an employer to keep at a central
13 location in California, or at the plant or establishment at which the employee is employed, payroll
14 records showing the hours worked daily by, and the wages paid to, each employee.

15 84. Labor Code Section 226, subdivision (a) requires an employer to provide
16 employees—either as a detachable part of the check, draft, or voucher paying the employee's
17 wages, or separately when wages are paid by personal check or cash—an accurate itemized wage
18 statement in writing showing

19 (1) gross wages earned, (2) total hours worked by the employee . . . , (4) all
20 deductions . . . , (5) net wages, (6) the inclusive dates of the period for which
21 the employee is paid, (7) the name of the employee and only the last four
22 digits of his or her social security number or an employee identification
23 number other than a social security number, (8) the name and address of the
24 legal entity that is the employer . . . , and (9) all applicable hourly rates in
25 effect during the pay period and corresponding number of hours worked at
26 each hourly rate by the employee

27 85. Moreover, the IWC Wage Orders require that every employer shall keep accurate
28 information with respect to each employee, including time records showing when each employee

1 begins and ends each work period, the total daily hours worked by each employee and the total
2 hours worked in each payroll period, and applicable rates of pay.

3 86. Plaintiff is informed and believes that Defendant willfully and intentionally failed
4 to make and/or keep records which accurately reflect the hours worked by Plaintiff and Class.
5 Specifically, Plaintiff believes that Defendant's records do not accurately reflect when Plaintiff
6 and Class worked during their meal and rest periods and/or took untimely meal periods or worked
7 for hours not paid. Defendant also failed to include an hourly rate which is a blatant violation of
8 the Labor Code.

9 87. Labor Code Section 226, subdivision (e) provides that if an employer knowingly
10 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
11 the total hours worked by the employee and the applicable hourly overtime rates, causing the
12 employee injury, then the employee is entitled to recover the greater of all actual damages or
13 fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each
14 subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes
15 that Defendant willfully failed to make or keep accurate records for Plaintiff and Class.

16 88. Plaintiff is informed and believes that Defendant's failure to keep accurate payroll
17 records, as described above, violated Labor Code Section 1174, subdivision (d) and Section 226,
18 subdivision (a), and the applicable IWC Wage Order(s). Pursuant to Labor Code Section 2699,
19 subdivision (f)(2), Plaintiff and Class are entitled to penalties of \$100.00 and for the initial
20 violation and \$200.00 for each subsequent violation for every pay period during which these
21 records and information were not kept by Defendant.

22 89. Plaintiff is informed and believes that Defendant's failure to keep and maintain
23 accurate records and information, as described above, was willful, and Plaintiff and Class are
24 entitled to statutory penalties pursuant to Labor Code Section 1174.5.

25 **FIFTH CAUSE OF ACTION**

26 **Failure to Pay Wages and Accrued Vacation upon Termination of Employment**

27 **(Against Defendant, DOES 1 through 50, and each of them)**

1 90. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
2 of this complaint as though fully set forth herein.

3 91. Plaintiff's employment with Defendant ended on or about February 22, 2023.
4 Plaintiff and certain Class who ended their employment with Defendant during the Class Period,
5 were entitled to be promptly paid for all hours worked, including lawful regular time
6 compensation, overtime compensation, double-time compensation, and other premiums, as
7 required by Labor Code Sections 201 through 203. Plaintiff is also entitled to meal period and
8 rest period premium pay in accordance with Labor Code Sections 226 and 226.7.

9 92. Labor Code Section 227.3 requires employers to pay employees for all unused
10 vested vacation time at their final rate of pay upon termination of their employment. During the
11 Class period, Defendant maintained a policy and practice of failing to pay Plaintiff and Class the
12 correct amount of vacation pay owed at the termination of employment. For instance, when
13 Plaintiff's employment with Defendant terminated, she was owed vacation wages at her true final
14 wage rate on her final paycheck from Defendant even though she had accrued unused vacation
15 time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of
16 vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and
17 practice that applied to Class Members.

18 93. Plaintiff and Class were not compensated for their unlawful and/or missed meal
19 periods and/or rest periods, and were not paid proper regular time compensation, overtime
20 compensation or double-time compensation in accordance with law as a result of Defendant's
21 illegal rounding practice.

22 94. To date, Plaintiff and Class Members who ended their employment with
23 Defendant during the Class Period have not been compensated for all hours worked.

24 95. Plaintiff and the affected Class Members seek the payment of penalties pursuant
25 to Labor Code Section 203, according to proof.

26 96. Plaintiff is also entitled to attorneys' fees and costs, pursuant to Labor Code
27 Section 1194, and prejudgment interest.

28 **SIXTH CAUSE OF ACTION**

1 **Failure to Reimburse for Necessary Business Expenditures**
2 **(Against Defendant, DOES 1 through 50, and each of them)**

3 97. Plaintiff and Class re-allege and incorporate by reference all the above paragraphs
4 of this complaint as if fully alleged herein.

5 98. California Labor Code §2802, states "An employer shall indemnify his or her
6 employee for all necessary expenditures or losses incurred by the employee in direct consequence
7 of the discharge of his or her duties."

8 99. Plaintiff and Class were not reimbursed by Defendant for necessary expenditures
9 as a direct consequence of the discharge of their duties. Specifically, Plaintiff and Class Members
10 were required to incur various business expenses at their own cost, including, but not limited to
11 using their personal cell phones, vehicles, home internet, computer, home office and washing and
12 maintaining the uniforms. Defendant failed to provide any reimbursement to Plaintiff and Class
13 Members for usage of vehicles, cell phones, home computer, internet, office and maintaining the
14 uniforms.

15 100. Defendant knowingly, willingly and intentionally attempted to offset the cost of
16 doing business on the Plaintiff and Class.

17 101. Defendant had a corporate practice and policy of requiring Plaintiff and Class to
18 shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiff and
19 Class for necessary expenditures, specifically requiring Plaintiff and Class to use their personal
20 cell phones.

21 102. Accordingly, Plaintiff and Class are entitled to an award of "necessary
22 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's
23 fees and interest.

24 **SEVENTH CAUSE OF ACTION**

25 **Unfair Business Practices**

26 **(Against Defendant, DOES 1 through 50, and each of them)**

27 103. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
28 of this complaint as though fully set forth herein.

1 104. Business and Professions Code Section 17200 et seq. (also referred to herein as
2 the “Unfair Business Practices Act” or “Unfair Competition Law”) prohibits unfair competition
3 in the form of any unlawful, unfair or fraudulent business act or practice.

4 105. Business and Professions Code Section 17204 allows “a person who has suffered
5 injury in fact and has lost money or property as a result of the unfair competition” to prosecute a
6 civil action for violation of the Unfair Competition Law (“UCL”).

7 106. Labor Code Section 90.5, subdivision (a) states that it is the public policy of
8 California to vigorously enforce minimum labor standards in order to ensure employees are not
9 required to work under substandard and unlawful conditions, and to protect employers who
10 comply with the law from those who attempt to gain competitive advantage at the expense of their
11 workers by failing to comply with minimum labor standards.

12 107. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4)
13 years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as
14 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent
15 business practices and acts described in this Complaint including but not limited to violations of
16 Labor Code Sections 201-204, 226, 226.7, 246, 227.3, 510, 512, 551, 552, 1174, 1197, 1198 and
17 2802 as well as other statutes.

18 108. The violations of these laws and regulations, as well as of the fundamental
19 California public policies protecting workers, serve as unlawful predicate acts and practices for
20 purposes of Business and Professions Code Section 17200 et seq.

21 109. The acts and practices described above constitute unfair, unlawful and fraudulent
22 business practices, and unfair competition, within the meaning of Business and Professions Code
23 Section 17200 et seq. Among other things, the acts and practices have forced Plaintiff and other
24 similarly situated employees to labor for many consecutive hours without receiving the meal and
25 rest periods and overtime compensation to which they are entitled by law, while enabling
26 Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

1 110. As a result of Defendant's acts, Plaintiff and Class Members have suffered injury
2 in fact in being denied their statutorily entitled meal and rest periods and full compensation for
3 hours worked.

4 111. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
5 and Class have suffered lost wages in an amount to be proven at trial.

6 112. Business and Professions Code Section 17203 provides that a court may make
7 such orders or judgments as may be necessary to prevent the use or employment by any person
8 of any practice which constitutes unfair competition. Injunctive relief is necessary and
9 appropriate to prevent Defendant from repeating its unlawful, unfair and fraudulent business acts
10 and business practices alleged above.

11 113. Business and Professions Code Section 17203 provides that the Court may restore
12 to any person in interest any money or property that may have been acquired by means of such
13 unfair competition. Plaintiff and Class are entitled to restitution pursuant to Business and
14 Professions Code Section 17203 for all wages and payments unlawfully withheld from
15 employees, including the fair value of the meal and rest periods taken away from them during the
16 four-year period prior to the filing of this Complaint, as well as for all expenses or losses incurred
17 by Plaintiff and Class in direct consequence of the discharge of his or her duties, or of his or her
18 obedience to the directions of the employer.

19 114. Business and Professions Code Section 17202 provides, "Notwithstanding Section
20 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
21 forfeiture, or penal law in a case of unfair competition." Plaintiff and Class are entitled to enforce
22 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code
23 Section 17202.

24 115. Plaintiff's success in this action will enforce important rights affecting public
25 interest, and in that regard, Plaintiff sues on behalf of the general public, as well as herself and
26 other similarly situated employees. Plaintiff and Class seek and are entitled to restitution, civil
27 penalties, declaratory and injunctive relief, and all other equitable remedies owing them.
28

1 116. Plaintiff herein takes upon herself enforcement of these laws and lawful claims.
2 There is a financial burden involved in pursuing this action. The action is seeking to vindicate a
3 public right, and it would be against the interests of justice to penalize Plaintiff by forcing her to
4 pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to
5 Code of Civil Procedure Section 1021.5 and otherwise.

6 **EIGHTH CAUSE OF ACTION**

7 **Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.***
8 **(Against Defendants, DOES 1 through 50, and each of them)**

9 117. Plaintiff re-alleges and incorporates by reference all preceding paragraphs herein,
10 as if fully alleged herein.

11 118. Plaintiff seeks recovery of penalties under the Labor Code Private Attorney
12 General Act of 2004 ("PAGA.") (Labor Code sections 2698 *et seq.*)

13 119. PAGA permits an "aggrieved employee" to recover penalties on behalf of
14 himself/herself and other employees subject to violations of the Labor Code, including violations
15 of sections 201-204, 226, 226.7, 227.3, 510, 512, 1174, 1194, and 2802, as well as the applicable
16 Wage Order.

17 120. Plaintiff is informed and believes Defendants at all relevant times employed one
18 or more employees.

19 121. For those code sections that provide for the recovery of civil penalties, Plaintiff
20 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor
21 Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one
22 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
23 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
24 subsequent violation pursuant to Labor Code section 2699, subdivision (f).

25 122. Section 2699, subdivision (a) provides that civil penalties may be "recovered
26 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
27 current or former employees." (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g),
28

1 provides that an employee who prevails in a civil action under section 2699 shall be entitled to an
2 award of reasonable attorneys' fees and costs.

3 123. The State of California, Plaintiff and aggrieved employees are, therefore, entitled
4 to civil penalties, attorneys' fees and costs, according to proof.

5
6 **PRAYER FOR RELIEF**

7 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
8 the class claims, prays for relief and judgment against Defendant as follows:

9 **Class Certification**

10 1. That this action be certified as a class action with respect to the First, Second,
11 Third, Fourth, Fifth, Sixth and Seventh Causes of Action;

12 2. That Plaintiff be appointed as the representative of the Class; and

13 3. That counsel for Plaintiff be appointed as Class Counsel.

14 **As to the First Cause of Action**

15 4. That the Court declare, adjudge and decree that Defendant violated California
16 Labor Code §§ 204, 510, 551, 552, 1194, 1198 and applicable IWC Wage Orders by
17 willfully failing to pay all wages due;

18 5. For general unpaid wages as may be appropriate;

19 6. For pre-judgment interest on any unpaid compensation commencing from the
20 date such amounts were due;

21 7. For liquidated damages;

22 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
23 California Labor Code § 1194(a); and,

24 9. For such other and further relief as the Court may deem equitable and
25 appropriate.
26

27 **As to the Second Cause of Action**
28

1 10. That the Court declare, adjudge and decree that Defendant violated California
2 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

3 11. For unpaid meal period premium wages as may be appropriate;

4 12. For pre-judgment interest on any unpaid compensation commencing from the
5 date such amounts were due;

6 13. For reasonable attorneys' fees under California Code of Civil Procedure §
7 1021.5, and for costs of suit incurred herein; and

8 14. For such other and further relief as the Court may deem equitable and
9 appropriate.
10

11 As to the Third Cause of Action

12 15. That the Court declare, adjudge and decree that Defendant violated California
13 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

14 16. For unpaid rest period premium wages as may be appropriate;

15 17. For pre-judgment interest on any unpaid compensation commencing from the
16 date such amounts were due;

17 18. For reasonable attorneys' fees under California Code of Civil Procedure §
18 1021.5, and for costs of suit incurred herein; and

19 19. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 As to the Fourth Cause of Action

22 20. That the Court declare, adjudge and decree that Defendant violated the record
23 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders,
24 and willfully failed to provide accurate itemized wage statements thereto;

25 21. For penalties and actual damages pursuant to California Labor Code § 226(e);

26 22. For injunctive relief to ensure compliance with this Section, pursuant to
27 California Labor Code § 226(h);
28

1 23. For reasonable attorneys' fees and for costs of suit incurred herein; and

2 24. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 As to the Fifth Cause of Action

5 25. That the Court declare, adjudge and decree that Defendant violated California
6 Labor Code §§ 201, 202, 203 and 227.3 by willfully failing to pay all compensation and
7 accrued vacation owed at the time of termination of the employment;

8 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
9 employees who have left Defendant's employ;

10 27. For pre-judgment interest on any unpaid wages from the date such amounts were
11 due;

12 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

13 29. For such other and further relief as the Court may deem equitable and
14 appropriate.
15

16 As to the Sixth Cause of Action

17 30. That the Court declare, adjudge and decree that Defendant violated Labor Code §
18 2802 and the IWC Wage Orders;

19 31. For general unpaid wages and reimbursement of business expenses as may be
20 appropriate;

21 32. For pre-judgment interest on any unpaid compensation commencing from the
22 date such amounts were due;

23 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

24 34. For such other and further relief as the Court may deem equitable and
25 appropriate.
26

27 As to the Seventh Cause of Action
28

35. That the Court declare, adjudge and decree that Defendant violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked, failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

36. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

37. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

39. For injunctive relief to ensure compliance with this Section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked, failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to maintain accurate records of all hours worked and meal periods, failing to indemnify necessary business expenses, failing to pay final wages at termination, and failing to furnish accurate wage statements;

1 42. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all
2 other applicable Labor Code provisions;

3 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code § 2699;

5 44. For such other and further relief as the Court may deem equitable and
6 appropriate.

7
8 As to all Causes of Action

9 45. For any additional relief that the Court deems just and proper.
10

11 Dated: May 29, 2023

TUNYAN LAW, APC

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14 A handwritten signature in blue ink, appearing to read 'L. Tunyan', is written over a horizontal line.

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16 Lilit Tunyan
17 Artur Tunyan

18 Attorneys for Plaintiff Princessalexia Channel White
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1 **DEMAND FOR JURY TRIAL**

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4 Plaintiff PRINCESSALEXIA CHANNEL WHITE hereby demands a jury trial on all

5 issues so triable.

6

7

8 Dated: May 29, 2023

TUNYAN LAW, PAC

9 

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11 _____

12 Lilit Tunyan
Artur Tunyan

13 Attorneys for Plaintiff PRINCESSALEXIA
14 CHANNEL WHITE

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Exhibit “A”



Lilit Tunyan, Esq.
1336 Rossmoyne Avenue,
Glendale, CA 91207
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

March 25, 2023

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
SGB Ventures LLC
Legalzoom.com, Inc.
101 N. Brand Boulevard, 11th Floor
Glendale, CA 91203

VIA CERTIFIED MAIL

Return Receipt Requested

SGB Ventures LLC
5127 W Noble Avenue
Visalia, CA 93277

VIA CERTIFIED MAIL

Return Receipt Requested

Attorneys for SGB Ventures LLC
KAHN, SOARES & CONWAY, LLP
Ian Brady
219 N. Douty Street
Hanford, CA 93230

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Princessalexia Channel White v. SGB Ventures LLC dba Crumbl Cookies Visalia*

To Whom It May Concern:

Please be advised that my office has been retained by Princessalexia Channel White (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab.

Code §§ 2699, *et seq.*) against her former employer SGB Ventures LLC dba Crumbl Cookies Visalia (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff’s Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Tulare County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a manager and assistant manager from approximately June 2022 to August 2022, primarily in Tulare County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 7 days per week, and over 10 hours each workday.

Throughout Plaintiff’s employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff’s experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the

employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Pursuant to relevant Industrial Welfare Commission Order Section 2 (n) split shift means a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods. Section 4(c) also provides that when an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday.

Throughout the time period involved in this case, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked (including minimum wages, straight time wages and overtime wages). Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. Throughout the statutory period Defendant also failed to pay Plaintiff and the Aggrieved Employees the proper double time rate when Plaintiff and the Aggrieved Employees worked more than 12 hours in one workday. Throughout the statutory period Defendant also required Plaintiff and the Aggrieved Employees to work split shifts but refused to pay split shift premiums. Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work "off-the-clock". During the statutory period Defendant required Plaintiff and the Aggrieved Employees to work after clocking out from work uncompensated. In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Plaintiff and the Aggrieved Employees would often times miss their meal periods, have interrupted or short meal periods. Plaintiff and the Aggrieved Employees have never been authorized or taken their second or third meal periods. Defendant also failed to record meal periods during some period of time in violation of California law requirements. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest

period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant did not schedule rest periods every 4 hours or a major fraction. Plaintiff and the Aggrieved Employees have never been authorized to take second, third or fourth rest breaks. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement, which included the usage of personal cell phones and vehicles for work. Plaintiff and the Aggrieved Employees were required to use their personal cell phones to download and use work related applications. Plaintiff and the Aggrieved Employees were required to wear a uniform but were not reimbursed for washing and maintaining the uniforms. Plaintiff was also required to work from home but was not reimbursed for her home computer, internet and home office. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate

until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per 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. Lab. Code § 204(a). 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. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide One Day of Rest in Seven

Labor Code § 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. Additionally, Labor Code § 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. Defendant scheduled Plaintiff and the Aggrieved Employees to work six (6) or more hours per day and more than seven (7) consecutive days in a workweek in violation of Labor Code requirements.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, she was owed vacation wages at her true final wage rate on her final pay check from Defendant even though she had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code § 227.3 by failing to pay all vacation wages at termination;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 204 by failing to pay all earned wages two times per month.
10. Labor Code § 551 by failing to provide one day of rest in seven.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
Partner
TUNYAN LAW, APC

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

KAHN, SOARES & CONWAY, LLP
IAN BRADY, ATTORNEYS FOR
SGB VENTURES LLC
219 N. DOUTY STREET
HANFORD, CA 93230



9590 9402 8037 2349 8175 76

2. Article Number (Transfer from service label)

7022 1670 0001 3766 2950

PS Form 3811, July 2020 PSN 7500-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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1336 Rossmoyne Ave.
Glendale, CA 91207

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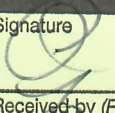
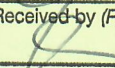
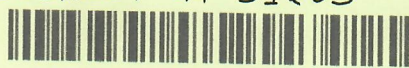


11



USPS TRACKING #

SANTA CLARITA CA 913

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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X  ☐ Agent ☐ Addressee	
1. Article Addressed to: LEGALZOOM.COM, INC. AGENT FOR SERVICE OF PROCESS SGB VENTURES LLC 101 N. BRANDT Blvd., 11th Fl. GLENDALE, CA 91203		B. Received by (Printed Name)  C. Date of Delivery 03/30	
 9590 9402 8037 2349 8175 83		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
7022 1670 0001 3766 3001		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Registered Mail ☐ Registered Mail Restricted Delivery (over \$500)	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

USPS TRACKING #	
 SANTA CLARITA CA 913 30 MAR 2023PM 6 L 9590 9402 8037 2349 8175 83	First-Class Mail Postage & Fees Paid USPS Permit No. G-10
United States Postal Service	• Sender: Please print your name, address, and ZIP+4® in this box •  TUNYAN LAW, APC 1336 Rossmoyne Ave. Glendale, CA 91207
	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SGB VENTURES LLC
5127 W. NOBLE Ave.
VISALIA, CA 93277



9590 9402 8037 2349 8175 90

(Transfer from service label)

7022 1670 0001 3766 2998

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ONSUREZ☐ Agent☒ Addressee

B. Received by (Printed Name)

ONSUREZ

C. Date of Delivery

3-27-22D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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/mail Restricted Delivery

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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27 MAR 2023PM 7 L

9590 9402 8037 2349 8175 90

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USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

TUNYAN LAW, APC
1336 Rossmoyne Ave.
Glendale, CA 91207

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: ltunyan@tunyanlaw.com
Subject: Thank you for submission of your PAGA Case.
Date: Friday, March 24, 2023 4:37:56 PM

3/24/2023

LWDA Case No. LWDA-CM-944341-23
Law Firm : Tunyan Law, APC
Plaintiff Name : Princessalexia Channel White
Employer: SGB Ventures LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

1 **PROOF OF SERVICE**

2
3 STATE OF CALIFORNIA)
4) ss
COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1336 Rossmoyne Avenue
Glendale, California 91207. On May 29, 2023, I served the foregoing document described as:

7 On the date indicated below, I served the document described as: **FIRST AMENDED**
8 **COMPLAINT** on the interested parties in this action by sending a true copy thereof to interested
9 parties as follows and as stated on the attached service list:

10 Rissa Stuart
rstuart@kschanford.com
11 David Kahn
dkahn@kschanford.com
12 Ian Brady
ibrady@kschanford.com
13 Maria Cabrera
mcabrera@kschanford.com
14 Malarie Moran
mmoran@kschanford.com
15 **KAHN, SOARES & CONWAY, LLP**
219 N. Douty Street
16 Hanford, CA 93230
Telephone: (559) 584-3337
17 Facsimile: (559) 584-3348

18 *Attorneys for Defendant SGB VENTURES LLC*

19 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
20 by e-mail delivery on the parties listed herein at their most recent known e-mail address
or e-mail of record in this action.

21 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
22 service, I caused the documents to be sent to the persons at the electronic service addresses listed
above via electronic mail. I did not receive an error message.

23 I declare under penalty of perjury under the laws of the State of California that the
24 above is true and correct. Executed on May 29, 2023 at Glendale, California.

25
26 _____
Lilit Tunyan
Name

Signature

Signature