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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE – COMPLEX CIVIL JURISDICTION**

BETTY LOGAN, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

ROSS STORES, INC., ROSS DRESS FOR
LESS, INC., ADECCO USA, INC., and
DOES 1 to 50, inclusive,

Defendants.

CASE NO.:

**CLASS ACTION COMPLAINT AND JURY
DEMAND FOR:**

- 1. FAILURE TO PAY MINIMUM WAGE (Labor Code §§ 1182.12, 1194, 1194.2, 1197.1, 1198, and Wage Order);**
- 2. FAILURE TO PAY OVERTIME WAGES (Labor Code §§ 510, 1194, 1198 and Wage Order);**
- 3. FAILURE TO PAY REGULAR WAGES (Labor Code §§ 204, 210);**
- 4. FAILURE TO PROVIDE REST BREAKS (Labor Code §§ 226.7 and Wage Order);**
- 5. FAILURE TO PROVIDE MEAL PERIODS (Labor Code §§ 226.7, 512, and Wage Order);**
- 6. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (Labor Code § 226);**
- 7. FAILURE TO PAY ALL WAGES AT TERMINATION (Labor Code §§ 201-203); AND**
- 8. VIOLATION OF CAL. BUS. AND PROF. CODE §17200.**

1 Plaintiff BETTY LOGAN (“Logan” or “Plaintiff”), hereby submits this Class Action
2 Complaint against Defendants ROSS STORES, INC., ROSS DRESS FOR LESS, INC. (collectively
3 referred to as “Ross”) and ADECCO USA, INC. (“Adecco”) (Ross and Adecco are collectively
4 referred to as “Defendants”), and other as yet unknown entities, on behalf of herself and a class of all
5 other similarly situated current and former employees of Defendants for wages owed, including
6 minimum wage, overtime, meal period premiums, rest period premiums, as well as waiting time
7 penalties, reimbursement of business expenses, penalties or damages for failure to keep accurate
8 records, other penalties under the California Labor Code, and for restitution and injunctive relief as
9 follows:

10 **INTRODUCTION**

11 1. Plaintiff brings this wage and hour Class Action against Defendants, and each of them,
12 pursuant to California *Code of Civil Procedure* § 382. Plaintiff brings this action on behalf of herself
13 and for the benefit of all other persons employed directly by Defendants in the position of non-
14 exempt employee who were not paid wages pursuant to California law prior and subsequent to the
15 date this action was filed.

16 2. All allegations in this wage and hour Class Action Complaint are based upon
17 information and belief, except for those allegations which pertain to Plaintiff named herein and her
18 counsel. Plaintiff’s information and beliefs are based upon, *inter alia*, the investigation conducted to
19 date by Plaintiff and her counsel. Each allegation in this wage and hour Class Action Complaint
20 either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity
21 for further investigation and discovery.

22 3. On information and belief, for at least four (4) years prior to the filing of this action
23 and through to the present, Defendants employed Plaintiff and the putative class members throughout
24 the State of California and maintained and enforced against Plaintiff and the putative class members
25 the systemic policies, practices, and/or customs complained of herein. Plaintiff seeks relief on behalf
26 of herself, and the members of the putative Class, as a result of systemic employment policies,
27 practices and procedures, more specifically described below, which violate the California Labor
28 Code, and the orders and standards promulgated by the California Department of Industrial Relations

1 (“DIR”), Industrial Welfare Commission (“IWC”), and Division of Labor Standards Enforcement
2 (“DLSE”), and which have resulted in the failure of Defendants to pay Plaintiff and members of the
3 Class all wages owed to them. Said employment policies, practices and procedures are generally
4 described as follows:

- 5 a. Defendants failed to pay Plaintiff and class members all applicable minimum wages
6 for hours worked in violation of California Labor code §§ 1182.12, 1194, 1197,
7 1197.1, 1198, and Wage Order;
- 8 b. Defendants failed to pay Plaintiff and class members all overtime wages in violation
9 of California Labor Code §§ 510, 1194, 1198, and Wage Order;
- 10 c. Defendants failed to pay Plaintiff and class members all applicable wages for hours
11 worked in violation of California Labor code §§ 204 and 210;
- 12 d. Defendants failed to provide Plaintiff and class members with rest periods and/or
13 failed to properly compensate Plaintiff and class members for such malfeasance in
14 providing proper rest periods, as required by California Labor Code § 226.7 and Wage
15 Order;
- 16 e. Defendants failed to provide Plaintiff and class members with duty-free meal periods
17 of at least thirty minutes and/or failed to properly compensate Plaintiff and class
18 members for such malfeasance in providing proper meal periods, as required by
19 California Labor Code §§ 226.7, 512 and Wage Order;
- 20 f. Defendants failed to issue accurate itemized wage statements to their employees,
21 including Plaintiff and the class members, in violation of, inter alia, California Labor
22 Code §226 and Wage Order;
- 23 g. Defendants failed to pay Plaintiff and class members all applicable wages for hours
24 worked upon termination in violation of Labor code §§ 201-203;
- 25 h. Violating California Business and Professions Code §§ 17200, *et seq.* as further set
26 forth below.

1 4. Plaintiff also alleges that Defendants had the clear ability to pay such wages as
2 are/were due and owing to the Plaintiff and class members, but intentionally did not pay such wages,
3 in conscious disregard of the rights of Plaintiff and class members to timely payment of their wages.

4 5. This action seeks relief for the un-remediated violations of California law including,
5 *inter alia*:

- 6 a. Damages and/or restitution, as appropriate, to Plaintiff and to the class members, for
7 non-payment of the wages due them and interest thereon;
- 8 b. Damages and/or restitution, as appropriate, to Plaintiff and to the class members, for
9 non-payment of meal and rest period wages, including premium wages;
- 10 c. Damages and/or penalties for Plaintiff and class members who were not issued
11 accurate itemized wage statements in conformity with California law.
- 12 d. Damages and/or penalties for Plaintiff and class members who voluntarily quit, or
13 were laid off and/or terminated, but who were not paid all wages due and owing in
14 conformity with California law;
- 15 e. Implementation of other equitable and injunctive relief, including, *inter alia*, an
16 injunction prohibiting Defendants, and each of them, from continuing to:
 - 17 i. fail to pay all wages due in accordance with the Labor Code and Wage
18 Order;
 - 19 ii. fail to authorize and permit mandated meal and rest periods or pay
20 additional wages to their non-exempt production employees who did
21 not receive the required meal and rest periods in accordance with the
22 Labor Code and Wage Order;
 - 23 iii. fail to issue accurate itemized wage statements in accordance with the
24 Labor Code and Wage Order; and,
 - 25 iv. fail to pay all compensation due to their non-exempt employees at the
26 time of the termination or resignation of their employment in
27 accordance with the Labor Code; and,

1 f. Attorney's fees and costs as provided by statute and/or applicable case law, including
2 without limitation California Labor Code §§ 226 and 1194, and Code of Civil
3 Procedure § 1021.5; and,

4 g. Such other relief as the Court deems just and proper.

5 6. The claims herein are brought by Plaintiff on her own behalf and on behalf of the
6 "Class" which are defined as individuals who are currently or have been employed in California by
7 Defendants as non-exempt employees during the Class Period (which commences four (4) years prior
8 to the filing of this action and continues until judgment is rendered herein), and whose working
9 conditions are not controlled by a collective bargaining agreement.

10 7. "Class Period" shall mean the period from four (4) years prior to the date this Class
11 Action Complaint was filed, through and including the date judgment is rendered in this matter.
12 Plaintiff herein reserves the right to amend this Class Action Complaint to reflect a different Class
13 Period as discovery in this matter proceeds.

14 8. The actions of Defendants are in violation of the Labor Code as well as IWC wage
15 orders and, as a result, are unlawful and unfair acts, thus constituting a violation of California
16 Business & Professions Code section 17200, *et seq.* (Unfair Competition Law, "UCL").

17 9. The policies, practices and customs of Defendants described above and herein have
18 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
19 routinely adhere to the strictures and requirements of the Labor Code and of the UCL.

20 **JURISDICTION AND VENUE**

21 10. This Court has jurisdiction over Plaintiff and Class members' claims for unpaid
22 wages, including minimum wage, overtime, denied meal and rest breaks, failure to provide wages,
23 failure to provide accurate wage statements, failure to pay wages, and failure to pay all earned wages
24 upon termination pursuant to the California Labor Code, including, but not limited to, sections 200,
25 201, 202, 203, 204, 210, 218, 226, 226.7, 500, 510, 512, 1182, 1194, 1194.2, 1197, 1197.1, and
26 1198, and the IWC wage orders.

11. This Court has jurisdiction over Plaintiff and Class members' claims for injunctive relief, including restitution of earned wages, which are the money and property of Plaintiff and Class members, arising from Defendants' unfair competition under UCL sections 17203 and 17204.

12. This Court also has jurisdiction over Plaintiff and Class members' claims for penalties in violation of the Labor Code pursuant to UCL section 17202, as well as pursuant to the applicable Labor Code provisions.

13. Venue as to Defendants is proper in this County pursuant to Code of Civil Procedure section 395(a). Plaintiff are informed and believe, and thereon allege that Defendants conduct business, employs Class members, and/or has locations in this County, and the events complained of occurred in this County.

THE PARTIES

14. Plaintiff has been employed by Defendants during the Class Period. At all times relevant hereto, Plaintiff was employed by Defendants in California, including, but not limited to, in the City of Moreno Valley. Plaintiff is a member of the Class.

15. Plaintiff is informed and believes and thereon alleges that at all times relevant to this litigation, Defendant Ross Stores, Inc. was and/or is a company based in Dublin, California, which conducted and/or conducts, at all relevant times, a significant portion of its business in the State of California, including Moreno Valley, providing services in the areas of retail goods, including in clothing, shoes, and home décor, within California. Ross was at all relevant times doing business throughout the State of California and served customers across the State.

16. Plaintiff is informed and believes and thereon alleges that at all times relevant to this litigation, Defendant Ross Dress For Less, Inc. was and/or is a company based in Dublin, California, which conducted and/or conducts, at all relevant times, a significant portion of its business in the State of California, including Moreno Valley, providing services in the fields of retail goods, including in clothing, shoes, and home décor, within California. Ross was at all relevant times doing business throughout the State of California and served customers across the State.

17. Plaintiff is informed and believes and thereon alleges that at all times relevant to this litigation, Defendant Adecco was and/or is a company based in Garden Grove, California, which

1 conducted and/or conducts, at all relevant times, a significant portion of its business in the State of
2 California, by providing workforce and staffing services within California. Adecco was at all relevant
3 times doing business throughout the State of California and served customers across the State.

4 18. Ross and Adecco are each a “person” as defined in Labor Code section 18 and UCL
5 section 17201. Ross and Adecco are also an “employer” as that term is used in the Labor Code and
6 the IWC wage orders.

7 19. The identities of Defendants designated as DOES 1-50 are currently not known.
8 However, Plaintiff is informed, and believes, and thereon alleges that each of the named and
9 fictitiously named defendants is an “employer” of Plaintiff and Class members by legal recognition
10 under such principles as “joint enterprise”, “alter ego”, “co-employer” or some other legally
11 recognized principle. Each of the defendants, whether specifically named and fictitiously names,
12 exercises sufficient control over the terms of employment to be legally recognized as an “employer”
13 of Plaintiff and Class members for purposes of California’s wage and hour laws and regulations.

14 20. The Class members, including the named, representative Plaintiff, have been
15 employed during the Class Period in California. The practices and policies which are complained of
16 by way of this Class Action Complaint are enforced by Defendants throughout the State of
17 California.

18 21. Defendants directly, and indirectly, hired Plaintiff to work in and across California.
19 During all times relevant to this litigation, Plaintiff performed work at various times during the Class
20 Period at agreed upon hourly rates that varied over her periods of employment.

21 **FACTUAL ALLEGATIONS**

22 22. Plaintiff worked for Defendants as non-exempt, hourly-paid employees throughout
23 California earning \$19.00 per hour.

24 23. Plaintiff was employed by Defendants from approximately January 22, 2025, to
25 approximately April 18, 2025, when Plaintiff was terminated.

26 24. Ross operates retail stores specializing in the sale of retail goods, including clothes,
27 shoes and home goods. Ross has many retail store locations throughout California and across the
28 United States.

1 25. Ross also maintains warehouses throughout California and across the United States.
2 Ross uses these warehouses to receive and store goods while they are prepared for retail sale. Once
3 prepared for retail sale, the goods are then shipped to various nearby Ross retail stores from which
4 they are sold to the public.

5 26. Plaintiff worked at the Ross warehouse located in Moreno Valley, California, where
6 she prepared goods for retail sale by tagging and pricing them, among other things.

7 27. Plaintiff found her position at Ross through Adecco.

8 28. Adecco provides staffing services to companies throughout California and the United
9 States, including Ross.

10 29. Ross and Adecco operate as a joint enterprise and are co-employers of Plaintiff and
11 Class members. Ross and Adecco, through their policies, procedures, and practices, are responsible
12 for, and exert control over, Plaintiff and other Class members.

13 30. As part of Plaintiff's employment with Defendants, she was provided a badge.

14 31. Upon arriving at the Ross warehouse location, Plaintiff was required to scan the badge
15 to gain entry into the building, as were the other employees.

16 32. Once inside, Plaintiff would have to wait in line to pass through a security check point.
17 Plaintiff would typically wait in this line for several minutes, just to reach the security check point, as
18 all employees were required to go through the security check point.

19 33. Upon reaching the check point, security would inspect all the contents of Plaintiff's
20 bags and would physically check Plaintiff's person. Plaintiff would walk through a scanner and also
21 have security check her with a metal detecting wand. All this would take several additional minutes.

22 34. Once through the check point, Plaintiff would then have to go to another area to drop
23 off her personal items. At this point she would finally walk to her designated work area where she
24 would then have to wait in another line to clock in for work.

25 35. Plaintiff would have to go through a similar process upon finishing her shift. She
26 would first clock out, then she would have to go retrieve her personal items and then would have to
27 wait in line to go through a security check point once more where security would check her bags and
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1 her person to confirm she was not stealing any merchandise. Upon clearing the security check point,
2 she was free to leave the premises.

3 36. Plaintiff was subject to the same entry and exit requirements when she would take her
4 meal breaks and when she would return to work from her meal breaks.

5 37. Similarly, Plaintiff would have to go through the same process and security check
6 points during when she would take her rest breaks.

7 38. The Class members would also be required to go through the same entry and exit
8 procedures and protocols as Plaintiff.

9 39. Due to Defendants' policies, practices, procedures, and protocols, Plaintiff and Class
10 members were not compensated for the full time they worked for Defendants and for which they
11 were under Defendants' control.

12 40. Due to Defendants policies, practices, procedures and protocols, Defendants failed to
13 provide Plaintiff and Class members with legally mandated meal and rest breaks while at work.

14 41. Defendant's policies, practices, procedures and protocols deny Plaintiff and Class
15 members the right to meal and rest periods, as prescribed under California Law, because Plaintiff and
16 Class members did not receive their full breaks.

17 42. Defendants' policy and practice is to not pay Plaintiff and members of the Class
18 members any premium for non-compliant or missed meal and rest breaks.

19 43. Defendant's policies, procedures and practices deny Plaintiff and Class members all
20 minimum wages, overtime wages, and regular wage to which they are entitled for hours worked for
21 Defendants and deny full payment of wages at termination/resignation.

22 44. Under California law, "hours worked" means the time during which an employee is
23 subject to the control of an employer and includes all the time the employee is suffered or permitted
24 to work, whether or not required to do so." 8 CCR § 11090(2)(G).

25 45. California DLSE policy follows the dictates of the IWC and requires compensation for
26 all time the employee spends, either directly or indirectly, performing services which inure to the
27 benefit of the employer.

46. Defendants further fail to provide Plaintiff and Class members with accurate wage statements reflecting the wages and penalties to which they are entitled, and which further do not permit Plaintiff and Class members to readily determine if the wages they receive are accurate and complete.

47. Defendants' unlawful conduct has been widespread, repeated, and willful throughout its facilities in California. Defendants knew or should have known that its policies and practices have been unlawful and unfair.

CLASS ACTION ALLEGATIONS

48. Plaintiff brings this action as a class action pursuant to California *Code of Civil Procedure* (“CCP”) section 382, on behalf of the following defined Class:

All non-exempt hourly employees employed by Defendants in the State of California who work, or worked, at a Ross facility at any time during the Class Period” (“Class members”).

49. As used throughout this Class Action Complaint, the term “Class Period” shall mean the period from four (4) years prior to the date this Class Action Complaint was filed, through and including the date judgment is rendered in this matter.

50. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the Class Period, there have been over one hundred Class members. As a result, the members of the Class are so numerous that joinder of all members is impossible and/or impracticable.

51. Commonality: Common questions of law and fact exist as to all Class members and predominate over any questions affecting solely individual members of the Class. Among the questions of law and fact, that are relevant to the adjudication of Class members' claims are the following:

- a. Whether Defendants failed to provide Plaintiff and Class members with all earned minimum wages;
- b. Whether Defendants failed to provide Plaintiff and Class members with all earned overtime wages;

- 1 c. Whether Defendants failed to provide Plaintiff and Class members with ten
2 (10) minute rest period;
- 3 d. Whether Defendants failed to provide Plaintiff and Class members with timely,
4 duty-free rest periods in violation of the Labor Code;
- 5 e. Whether Defendants failed to provide Plaintiff and Class members with timely,
6 duty-free 30 minute meal period in violation of the Labor Code;
- 7 f. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class
8 members of meal and rest periods and/or pay/premiums for missed meal and
9 rest periods, pursuant to Labor Code sections 200, 226.7, 512, and 8 CCR
10 section 11090;
- 11 g. Whether Defendants failed to provide Plaintiff and Class members with
12 accurate wage statements in violation of Labor Code section 226, and
13 applicable IWC Orders, and applicable State Regulations;
- 14 h. Whether Defendants failed to reimburse Plaintiff and Class members for all
15 wages earned at termination;
- 16 i. Whether Defendants' failure to provide Plaintiff and Class members with off-
17 duty meal periods is an unlawful, unfair or fraudulent business act or practice
18 in violation of UCL section 17200, *et seq.*;
- 19 j. Whether Defendants' failure to provide Plaintiff and Class members with off-
20 duty rest periods is an unlawful, unfair or fraudulent business act or practice in
21 violation of UCL section 17200, *et seq.*;
- 22 k. Whether Defendants' had/have policies and/or practices that result in hours
23 worked not being adequately captured and recorded;
- 24 l. Whether Defendants' had/have policies and/or practices that result in hours
25 worked not being properly compensated;
- 26 m. Whether Defendants unlawfully and/or willfully failed to pay Plaintiff and
27 Class members for hours worked in violation of the applicable Industrial
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Welfare Commission Order and Labor Code sections 200, 226, 226.7, 500, 510, 1197, 1194 and 1198;

- n. Whether Plaintiff and Class members sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and,
- o. Whether Defendants violated the Unfair Competition Law of California, Business and Professions Code sections 17200, *et seq.*, by violating the above-cited provisions, and treating Plaintiff and Class members unfairly by depriving them of meal and rest periods and failing to provide and pay for missed breaks, failing to pay wages upon termination or resignation, failing to furnish an accurate, itemized wage statement upon payment of wages and failing to pay all compensation due upon discharge.

52. Typicality: Plaintiff's claims are typical of the other Class members. Plaintiff, like other Class members, was subjected to Defendants' policies and/or practices set forth above.

53. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of the absent Class members and have retained counsel competent and experienced in both class action and employment litigation.

54. Superiority: Questions of law or fact common to Class members predominate over any questions solely affecting individual Class members and class action is superior to other available methods for the fair and efficient adjudication of this controversy. Class action treatment will allow many similarly situated Class members to simultaneously and efficiently prosecute their common claims in a single forum without the needless duplication of effort and expense that numerous individual actions would entail. In addition, a class action will serve the important public interest of permitting Class members harmed by Defendants' unlawful policies and/or practices to effectively pursue recovery of the sums owed to them.

55. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 **[California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198]**

4 56. Plaintiff and Class members re-allege and incorporate by reference, as though fully set
5 forth herein, the paragraphs previously alleged in this Complaint.

6 57. This cause of action is brought pursuant to Labor Code § 1194, which provides that
7 non-exempt employees are entitled to the statutory hourly minimum wage for work performed.

8 58. At all times relevant herein, Defendants were required to compensate Plaintiff and
9 Class members at least the statutorily mandated minimum wage for all regular hours worked.

10 59. As a pattern and practice, Defendants regularly required Plaintiff and Class members
11 to work without compensating them fully for their time.

12 60. As a result, Defendants regularly failed to pay Plaintiff and Class members the
13 statutorily required minimum wage for all hours worked.

14 61. Defendants' conduct as alleged herein is in violation of Labor Code § 1194 and the
15 Wage Order. Defendants' employment policies and practices wrongfully and illegally failed to
16 compensate Plaintiff and Class members for all hours worked at minimum wages as required by
17 California law.

18 62. Such a pattern, practice and uniform administration of unlawful corporate policy
19 regarding employee compensation as described herein creates an entitlement to recovery by Plaintiff
20 and Class members for damages and wages owed, and for liquidated damages, penalties, interest,
21 costs and attorney's fees.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

24 **[California Labor Code §§ 510, 1194 and 1198, and Applicable Industrial Welfare Commission
25 Wage Order]**

26 63. Plaintiff and Class members re-allege and incorporate by reference, as though fully set
27 forth herein, the paragraphs previously alleged in this Complaint.

28 64. This action is brought, in part, pursuant to the Wage Order and Labor Code §§ 510,
1194 and 1198. Under the Wage Order and Labor Code § 510, Defendants are required to
compensate Plaintiff and all Class members for all overtime, calculated at one and one-half (1.5)

1 times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40)
2 hours per week, two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours
3 per day, and two (2) times the regular rate of pay for hours worked in excess of eight (8) hours on the
4 seventh (7th) day of work.

5 65. While employed by Defendants, Plaintiff and Class members were required to work
6 more than eight (8) hours in a day or forty (40) hours in a week. Regardless of the number of actual
7 hours worked, and even though Plaintiff and all Class members are not exempt from California
8 overtime laws, Plaintiff and Class members were not and are not afforded overtime compensation for
9 any hours in excess of eight (8) hours in a workday and/or forty (40) hours per week. By failing to
10 compensate Plaintiff and all Class members for the hours actually worked, Defendants have failed
11 and continue to fail to pay the overtime compensation owed to Plaintiff and all Class members
12 pursuant to the Wage Order and the Labor Code.

13 66. The conduct of Defendants as described herein was willful and intentional and part of
14 a corporate policy, procedure and practice. Furthermore, Defendants willfully failed to pay Plaintiff
15 and Class members proper compensation for all overtime hours worked at the appropriate rate of
16 overtime pay.

17 67. Such a pattern, practice and uniform administration of unlawful corporate policy
18 regarding employee compensation as described herein creates an entitlement to recovery by Plaintiff
19 and each Class member for damages and wages owed, and for penalties, interest, costs and attorney's
20 fees, in an amount to be proven at time of trial.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES ALL REGULAR WAGES**

23 **[California Labor Code § 204, 210]**

24 68. Plaintiff and Class members re-allege and incorporate by reference, as though fully set
25 forth herein, the paragraphs previously alleged in this Complaint.

26 69. At all times relevant herein, Defendants were required, by Labor Code § 204, to
27 compensate Plaintiff and Class members correct and proper regular wages for all regular hours
28 worked.

1 70. Labor Code § 204 provides in pertinent part that “all wages,...,earned by any person
2 in any employment are due and payable twice during each calendar month, on days designated in
3 advance by the employer as the regular paydays.”

4 71. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class
5 members the proper wages for all hours worked on regularly established paydays.

6 72. Defendants were required by the California Labor Code and the Wage Orders to
7 compensate Plaintiff and other Class members correct and proper wages for all hours worked.

8 73. Pursuant to Labor Code § 210, Plaintiff and Class members are entitled to recover a
9 penalty of \$100.00 for the initial failure to timely pay each employee all of the wages earned, and
10 \$200.00 for each subsequent failure to pay each employee all of the wages earned; in addition,
11 pursuant to § 210, for each subsequent failure to pay in compliance with Labor Code § 204, Plaintiff
12 and Class members are entitled to recover an additional amount equal to 25% of the unlawfully
withheld wages.

13 74. Plaintiff is informed and believes and based thereon alleges that Defendants willfully
14 failed to pay them and Class Members all regular wages for all hours worked. Plaintiff is informed
15 and believes and based thereon alleges that Defendants’ willful failure to provide all regular wages
16 due and owing upon separation from employment results in a continued payment of wages up to
17 thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class Members are
18 entitled to compensation pursuant to Labor Code § 203.

19 75. Plaintiff is informed and believes and based thereon alleges that Defendants willfully
20 failed to pay Plaintiff and other Class Members wages for missed meal periods and rest periods.
21 Labor Code § 210 penalties apply if meal or rest period premiums are not timely paid. The California
22 Supreme Court held that premium pay for denying an employee a meal or rest break constitutes
23 “wages.” (*Naranjo v Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.)

24 76. Such a pattern, practice and uniform administration of unlawful corporate policy
25 regarding employee compensation as described herein creates an entitlement to recovery by Plaintiff
26 and Class Members for damages and wages owed, and for penalties, interest, costs and attorney’s
27 fees.
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FOURTH CAUSE OF ACTION

REST PERIODS

[Labor Code §§226.7, 558 & 1198, and Wage Order]

77. Plaintiff and Class members re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

78. Wage Order 5-2001, at section 12(A) provides, in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof [...] Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

79. Plaintiff and Class members were not allowed to take a full duty-free minimum ten (10) minute rest period for each four (4) hours, or “major fraction” thereof, that they worked for various reasons, including, but not limited to, being required to inspect and evaluate a certain quota of power pole locations per day.

80. Labor Code § 226.7, requires that Defendants provide Plaintiff and Class members all rest periods specified in the applicable Wage Orders and provides that Plaintiff, and Class members, are entitled to be paid one additional hour of pay per day at their regular rate of compensation as additional wages for the denied rest periods.

81. Plaintiff and Class members suffered a loss equal to their applicable hourly wage rate times the total number of times they were not authorized and/or permitted to take the legally required rest periods. Thus, they have not been paid all of the wages due. Accordingly, Plaintiff and Class members are entitled to recover the unpaid wages in an amount to be proven at trial.

FIFTH CAUSE OF ACTION

MEAL PERIODS

[Labor Code §§ 226.7, 512, and Wage Order]

82. Plaintiff and Class members re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

83. Defendants violated the applicable statutes, as well as Wage Order. Wage Order 5-2001, at Section 11(A) provides, in pertinent part: “No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.” Labor Code § 512 contains parallel language.

84. Plaintiff alleges that Plaintiff and Class members were not relieved of all duty for an entire 30 minutes due to policies, practices, and work requirements of Defendants.

85. Labor Code § 226.7 requires that Defendants provide Plaintiff and Class Members all meal periods specified in the applicable Wage Order and that Plaintiff and each Class member were to be paid one additional hour of pay per day at their regular rate of compensation as additional wage for meal periods that were not properly provided.

86. Plaintiff and each Class member have suffered a loss equal to his/her applicable hourly wage rate times the total number of times he/she was not authorized and permitted to take the legally required meal periods and have therefore not been paid all of the wages due. Accordingly, Plaintiff and each Class member are entitled to recover the unpaid wages in an amount to be proven at trial.

SIXTH CAUSE OF ACTION

ITEMIZED WAGE STATEMENT (CHECK STUBS) PENALTIES

[LABOR CODE §§226]

87. Plaintiff and Class members re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

88. At all times relevant, Defendants violated Labor Code § 226(a) by intentionally failing to provide accurate, itemized wage statements, because the statements failed to accurately report one or more of the following:

- a. all employers' names and addresses;
- b. total hours worked;
- c. applicable rates of pay;
- d. the number of piece rate units;

- e. the applicable piece rate;
- f. the rate of pay and total hours for each assignment; and,
- g. gross and net wages earned.

89. Pursuant to Labor Code §§ 226(e) and (h), Plaintiff and each Class members are 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 exceeding an aggregate penalty of four thousand dollars (\$4,000). Plaintiff and each Class member are further entitled to an award of costs and reasonable attorney's fees.

90. Defendants failed to accurately record the wages due to Plaintiff and Class members, specifically including, but not limited to, by failing to record premium wages for Defendants' failure to provide proper rest periods and meal periods.

91. Plaintiff and Class members were injured by Defendant's failure to provide accurate wage statements because, among other things, they were unable to determine the proper amount of wages actually owed to them, and whether they had received full compensation therefore.

92. Plaintiff and Class members request recovery of Labor Code § 226(e) penalties according to proof, as well as interest, attorney's fees and costs pursuant to Labor Code § 226(e), and all other damages, attorneys' fees, costs, expenses and interest permitted by statute.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES AT TERMINATION

[LABOR CODE §§ 201-203]

93. Plaintiff and Class members re-allege and incorporate by reference, as though fully set forth herein, the paragraphs previously alleged in this Complaint.

94. Labor Code §§ 201 and 202 require that employers pay their employees all wages due within 24 hours after a discharge or 72 hours after a resignation from employment, if the employee has given less than 72 hours' notice. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the employee's daily wage

1 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days
2 of wages.

3 95. Plaintiff and the Class Members are entitled to compensation for all wages earned,
4 including without limitation, the premium wages for rest and meal periods not provided, but to date
5 have not received such compensation.

6 96. More than 30 days have passed since Plaintiff and Class Members terminated from
7 their employment with Defendants. Defendants have not paid Plaintiff and Class member whose
8 employment has ended all wages owed. Because of Defendants' willful conduct in not paying
9 Plaintiff and each Class member all earned wages at the time their employment with Defendants
10 ended, Plaintiff and each Class member whose employment has ended with Defendants is entitled to
11 30 days' wages as a penalty under Labor Code § 203.

12 EIGHTH CAUSE OF ACTION

13 RESTITUTION

14 **[Unlawful Competition in Violation of Business and Professions Code §§ 17200, *et seq.*]**

15 97. Plaintiff and Class members re-allege and incorporate by reference, as though fully set
16 forth herein, the paragraphs previously alleged in this Complaint.

17 98. Section 17200 of the California Business and Professions Code prohibits any
18 unlawful, unfair or fraudulent business act or practice.

19 99. Plaintiff brings this cause of action in a representative capacity on behalf of the
20 general public and the persons affected by the unlawful and unfair conduct described herein. Plaintiff
21 and Class members have suffered and continue to suffer injury in fact and deprivation of wages and
22 monies as a result of Defendants' actions.

23 100. The actions of Defendants, as herein alleged, amount to conduct which is unlawful and
24 a violation of law. As such, said conduct constitutes unfair business practices, in violation of
25 Business and Professions Code §§ 17200 *et seq.*

26 101. Defendants' conduct as herein alleged has damaged Plaintiff and Class members by
27 denying them wages due and payable, including meal and rest period premiums, and by failing to
28

1 provide proper wage statements. Defendants' actions are thus substantially injurious to Plaintiff and
2 Class members, causing them injury in fact and loss of money.

3 102. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
4 owed to Plaintiff and Class members.

5 103. All members of the Class can be identified by reference to payroll and related records
6 in the possession of the Defendants. The amounts of wages due to Plaintiff and Class members can
7 be readily determined from Defendants' records. The Class members are entitled to restitution of
8 monies due and obtained by Defendants during the Class Period as a result of Defendants' unlawful
9 and unfair conduct.

10 104. During the Class Period, Defendants committed, and continue to commit acts of unfair
11 competition as defined by Sections 17200 et. seq. of the Business and Professions Code, by and
12 among other things, engaging in the acts and practices described above.

13 105. Defendants' course of conduct, acts, and practices in violation of the California laws,
14 as mentioned in each paragraph above, constitute distinct, separate and independent violations of
15 Sections 17200, et seq. of the Business and Professions Code.

16 106. The harm to Plaintiff and Class members of being wrongfully denied lawfully earned
17 but unpaid wages outweigh the utility, if any, of Defendants' policies and practices and, therefore,
18 Defendants' actions described herein constitute an unfair business practice or act within the meaning
19 of Business and Professions Code §§ 17200, et seq.

20 107. Defendants' conduct described herein threatens an incipient violation of California's
21 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly
22 threatens or harms competition.

23 108. Defendants' course of conduct described herein further violates Business and
24 Professions Code §§ 17200, et seq., in that it is fraudulent, improper, and/or unfair.

25 109. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
26 described herein above have injured Plaintiff and Class members in that they were wrongfully denied
27 the timely and full payment of wages owed to them.

110. Defendants have been unjustly enriched as a direct result of their unlawful business practices alleged in this Class Action Complaint and will continue to benefit from those practices and have an unfair competitive advantage if allowed to retain the unpaid wages.

ATTORNEY'S FEES AND COSTS

5. Plaintiffs are entitled to fees and costs, pursuant to California law, including, without limitation, Code of Civil Procedure § 1021.5 and Labor Code §§ 226 and 1194. Further, enforcement of statutory provisions enacted to protect workers and to ensure prompt payment of wages due employees is a fundamental public interest in California. Consequently, Plaintiff's success in this action will result in the enforcement of important rights affecting the public interest and will confer a significant benefit upon the public.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and members of the Class pray for judgment as follows:

1. An order that the action be certified as a class action;
2. An order that Plaintiff be appointed class representatives;
3. An order that counsel for Plaintiff be appointed class counsel;
4. For nominal damages;
5. For compensatory damages;
6. For restitution of all monies due to Plaintiff and members of the Class, and disgorged profits from the unlawful business practice of Defendants;
7. For penalties pursuant to Labor Code §§ 206, 210, 226, 226(e), 226.3, 226.7, 512, 558, and 1194;
8. For waiting time penalties pursuant to Labor Code § 203;
9. For interest accrued to date;
10. For costs of suit and expenses pursuant to Labor Code §§ 226 and 1194;
11. For reasonable attorney's fees pursuant to Labor Code §§ 226, and 1194; and,
12. For all such other and further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

1 6. Plaintiff, on behalf of herself and all others similarly situated, demand a trial by jury
2 for herself and all Class members on all claims so triable.

3
4 Dated: October 16, 2025

By: Todd M. Friedman

5 Law Offices of Todd M. Friedman, P.C.

6 Todd M. Friedman, Esq.
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