



SELIGSON LAW

November 14, 2025

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

THE GATHERING INN
4020 Sierra College Blvd. Suite 100
Rocklin, CA 95677

201 Berkeley Ave.
Roseville, CA 95678

Sent Via Certified Mail & Return Receipt

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This office represents Richard Turner (“Plaintiff”) and other aggrieved employees in a proposed class and representative action against The Gathering Inn (“Defendant”). This office intends to file the enclosed Class Action Complaint on behalf of Plaintiff and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Plaintiff was employed by Defendant in California from November 2023 to February 2024. Plaintiff was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during his employment, Defendant failed to, among other things, provide Plaintiff, and all those similarly situated, with all legally mandated off-duty meal and rest periods.

Consequently, Plaintiff contends that Defendant failed to fully compensate him and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-

compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant's conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant during the relevant claim period.

A true and correct copy of the proposed Complaint for the class action is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendant. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

If the agency needs any further information, please do not hesitate to ask. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees and Class Members

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

SELIGSON LAW P.C.

Kenneth Seligson

Kenneth Seligson

Enclosure (1)

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF PLACER

RICHARD TURNER, an individual, on behalf
of himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE GATHERING INN, a California nonprofit
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.
LAB. CODE §§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB.
CODE §§ 201, 202 AND 203;
- 8) FAILURE TO REIMBURSE EMPLOYEES
FOR REQUIRED EXPENSES IN
VIOLATION OF CAL. LAB. CODE § 2802;
AND
- 9) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 ET SEQ]

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DEMAND FOR A JURY TRIAL

PLAINTIFF RICHARD TURNER (“PLAINTIFF”), individually, on behalf of himself and all other similarly situated current and former employees, allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant THE GATHERING INN (“DEFENDANT”) is a California nonprofit corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT owns and operates a nonprofit social-services organization, including in the County of Placer where PLAINTIFF worked.

3. PLAINTIFF Richard Turner (“PLAINTIFF”) was employed by DEFENDANT in California from November 2023 to February 2024, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFF reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

5. PLAINTIFF brings this Class Action on behalf of himself and a California class, defined as all persons who are or previously were employed by DEFENDANT in California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of the original Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

1 6. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
3 CLASS PERIOD caused by DEFENDANT's uniform policy and practice, which failed to lawfully
4 compensate these employees. DEFENDANT's uniform policy and practice alleged herein was an
5 unlawful, unfair, and deceptive business practice whereby DEFENDANT retained and continues to
6 retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS. PLAINTIFF
7 and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by
8 DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the
9 CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and current
10 unlawful conduct, and all other appropriate legal and equitable relief.

11 7. The true names and capacities, whether individual, corporate, subsidiary,
12 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently
13 unknown to PLAINTIFF who therefore sue these DEFENDANTS by such fictitious names
14 pursuant to California Civil Procedure Code Section 474. PLAINTIFF will seek leave to amend
15 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,
16 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that
17 information and belief alleges, that the DEFENDANTS named in this Complaint, including
18 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of
19 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

20 8. The agents, servants and/or employees of DEFENDANT and each of them acting
21 on behalf of DEFENDANT acted within the course and scope of his, her or its authority as the
22 agent, servant and/or employee of DEFENDANT, and personally participated in the conduct
23 alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
24 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS
25 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
26 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
27 DEFENDANT's agents, servants and/or employees.
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1 9. DEFENDANT was PLAINTIFF's employer or persons acting on behalf of
2 PLAINTIFF's employer, within the meaning of California Labor Code Section 558, who violated
3 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any
4 provision regulating hours and days of work in any order of the Industrial Welfare Commission
5 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
6 Section 558, at all relevant times.

7 10. DEFENDANT was PLAINTIFF's employer or persons acting on behalf of
8 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
9 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
10 employee a wage less than the minimum fixed by California state law, and as such, are subject to
11 civil penalties for each underpaid employee.

12 11. DEFENDANT's uniform policies and practices alleged herein were unlawful,
13 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain
14 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

15 12. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
16 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and other
17 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT's
18 past and current unlawful conduct, and all other appropriate legal and equitable relief.

19 **JURISDICTION AND VENUE**

20 13. This Court has jurisdiction over this Action pursuant to California Code of Civil
21 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
22 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
23 DEFENDANT pursuant to California Code of Civil Procedure Section 382.

24 14. Venue is proper in this Court pursuant to California Code of Civil Procedure,
25 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employ the
26 CALIFORNIA CLASS across California, including in this county, and committed the wrongful
27 conduct herein alleged in this county against the CALIFORNIA CLASS.
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THE CONDUCT

15. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANT as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS for business expenses, and failed to issue to PLAINTIFF and the other members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANT’s uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law, which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

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A. Meal Period Violations

16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time 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. From time to time during the CLASS PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS members to work without paying them for all the time they were under DEFENDANT’S control. Specifically,

1 DEFENDANT required PLAINTIFF to attend mandatory staff meetings during what was supposed
2 to be PLAINTIFF's off-duty meal break. Indeed, there were many days where PLAINTIFF did not
3 even receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
4 forfeited minimum wage and overtime compensation by regularly working without their time being
5 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
6 DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
7 CLASS members for all time worked is evidenced by DEFENDANT's business records.

8 17. From time to time during the CLASS PERIOD, as a result of their rigorous work
9 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
10 CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-duty
11 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
12 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANT for
13 more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT
14 failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal
15 period for some workdays in which DEFENDANT required these employees to work ten (10) hours
16 of work. The nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS
17 members does not qualify for the limited and narrowly construed "on-duty" meal period exception.
18 When they were provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS
19 members were, from time to time, required to remain on premises, on duty and on call.
20 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS members with
21 legally required meal breaks is evidenced by DEFENDANT's business records. As a result of their
22 rigorous work schedules and DEFENDANT's inadequate staffing, PLAINTIFF and other members
23 of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
24 accordance with DEFENDANT's strict corporate policy and practice.

25 **B. Rest Period Violations**

26 18. From time to time during the CLASS PERIOD, PLAINTIFF and other
27 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
28 being provided ten (10) minute rest periods as a result of their rigorous work requirements and

1 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
2 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
3 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
4 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
5 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
6 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
7 members were, from time to time, required to remain on premises, on duty and/or on call.
8 PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour
9 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate
10 staffing, PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied
11 their proper rest periods by DEFENDANT and DEFENDANT's managers.

12 **C. Unreimbursed Business Expenses**

13 19. DEFENDANT as a matter of corporate policy, practice, and procedure,
14 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
15 and the other CALIFORNIA CLASS members for required business expenses incurred by the
16 PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their
17 duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are
18 required to indemnify employees for all expenses incurred in the course and scope of their
19 employment. California Labor Code Section 2802 expressly states that "an employer shall
20 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
21 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
22 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
23 directions, believed them to be unlawful."

24 20. In the course of their employment, DEFENDANT required PLAINTIFF and other
25 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
26 phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
27 CALIFORNIA CLASS members were required to use their personal cell phones and personal
28 vehicles in order to perform work-related tasks. However, DEFENDANT unlawfully failed to

1 reimburse PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal
2 cell phones and vehicles. As a result, in the course of their employment with DEFENDANT, the
3 PLAINTIFF and other CALIFORNIA CLASS members incurred unreimbursed business expenses
4 that included, but were not limited to, costs related to the use of their personal cell phones, all on
5 behalf of and for the benefit of DEFENDANT.

6 **D. Wage Statement Violations**

7 21. California Labor Code Section 226 required an employer to furnish its employees
8 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
9 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
10 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
11 name of the employee and only the last four digits of the employee's social security number or an
12 employee identification number other than a social security number, (8) the name and address of
13 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
14 period and the corresponding number of hours worked at each hourly rate by the employee.

15 22. From time to time during the CLASS PERIOD, when PLAINTIFF and other
16 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
17 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed to
18 provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage
19 statements which failed to show, among other things, all deductions, the total hours worked and all
20 applicable hourly rates in effect during the pay period and the corresponding amount of time worked
21 at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods.

22 23. Further, DEFENDANT from time to time failed to provide PLAINTIFF and the
23 CALIFORNIA CLASS members with wage statements that accurately provided the name and
24 address of the legal entity that is the employer, in violation of California Labor Code Section
25 226(a)(8).

26 24. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
27 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
28 California Labor Code Section 226.

1 25. As a result, DEFENDANT issued PLAINTIFF and other CALIFORNIA CLASS
2 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,
3 DEFENDANT's violations are knowing and intentional, and were not isolated due to an
4 unintentional payroll error due to clerical or inadvertent mistake.

5 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

6 26. During the CLASS PERIOD, from time-to-time DEFENDANT failed and continues
7 to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS for all hours
8 worked.

9 27. During the CLASS PERIOD, from time-to-time DEFENDANT required
10 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
11 work. This resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work
12 while off-the-clock.

13 28. DEFENDANT directed and directly benefited from the undercompensated off-the-
14 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

15 29. DEFENDANT controlled the work schedules, duties, and protocols, applications,
16 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
17 members.

18 30. DEFENDANT was able to track the amount of time PLAINTIFF and the other
19 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
20 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
21 wages earned and owed for all the work they performed.

22 31. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
23 employees, subject to the requirements of the California Labor Code.

24 32. DEFENDANT's policies and practices deprived PLAINTIFF and the other
25 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
26 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
27 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
28 (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime pay.

1 33. DEFENDANT knew or should have known that PLAINTIFF and the other
2 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

3 34. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
4 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and benefit
5 for the time spent working while off-the-clock. DEFENDANT's uniform policy and practice to not
6 pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
7 accordance with applicable law is evidenced by DEFENDANT's business records.

8 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
9 **Redeemed Sick Pay**

10 35. From time to time during the CLASS PERIOD, DEFENDANT failed and continues
11 to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS members
12 for their overtime and double time hours worked, meal and rest period premiums, and redeemed
13 sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages
14 due to them for working overtime without compensation at the correct overtime and double time
15 rates, meal and rest period premiums, and redeemed sick pay rates. DEFENDANT's uniform policy
16 and practice not to pay the CALIFORNIA CLASS members at the correct rate for all overtime and
17 double time worked, meal and rest period premiums, and sick pay in accordance with applicable
18 law is evidenced by DEFENDANT's business records.

19 36. In violation of the applicable sections of the California Labor Code and the
20 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
21 matter of company policy, practice, and procedure, intentionally and knowingly failed to
22 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
23 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
24 pay as required by California law which allowed DEFENDANT to illegally profit and gain an unfair
25 advantage over competitors who complied with the law. To the extent equitable tolling operates to
26 toll claims by the CALIFORNIA CLASS members against DEFENDANT, the CLASS PERIOD
27 should be adjusted accordingly.
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1 **G. Unlawful Deductions**

2 37. DEFENDANT, from time-to-time, unlawfully deducted wages from PLAINTIFF's
3 and CALIFORNIA CLASS members' pay without explanations and without authorization to do
4 so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a result, DEFENDANT
5 violated Labor Code Section 221.

6 **H. Timekeeping Manipulation**

7 38. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an
8 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
9 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
10 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
11 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and unilaterally
12 alter the time recorded in DEFENDANT's timekeeping system for PLAINTIFF and other
13 members of the CALIFORNIA CLASS in order to avoid paying these employees for all hours
14 worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed
15 rest breaks.

16 39. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
17 time to time, forfeited time worked by working without their time being accurately recorded and
18 without compensation at the applicable pay rates.

19 40. The mutability of the timekeeping system also allowed DEFENDANT to alter
20 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT's
21 timekeeping system to create the appearance that PLAINTIFF and other members of the
22 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees
23 were not provided an off-duty meal break at all times. This practice is a direct result of
24 DEFENDANT's uniform policy and practice of denying employees uninterrupted thirty (30)
25 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal
26 breaks.

27 41. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
28 forfeited wages due to them for all hours worked at DEFENDANT's direction, control and benefit

1 for the timekeeping system was inoperable. DEFENDANT's uniform policy and practice to not
2 pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
3 accordance with applicable law is evidenced by DEFENDANT's business records.

4 **I. Unlawful Rounding Practices**

5 42. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place
6 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
7 CALIFORNIA CLASS members for the actual time these employees worked each day, including
8 overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy and practice
9 that resulted in PLAINTIFF and CALIFORNIA CLASS members being undercompensated for all
10 their time worked. As a result, DEFENDANT was able to and did in fact unlawfully and
11 unilaterally round the time recorded in DEFENDANT's timekeeping system for PLAINTIFF and
12 the members of the CALIFORNIA CLASS in order to avoid paying these employees for all their
13 time worked, including the applicable overtime compensation for overtime worked. As a result,
14 PLAINTIFF and other CALIFORNIA CLASS members, from time to time, forfeited
15 compensation for their time worked by working without their time being accurately recorded and
16 without compensation at the applicable overtime rates.

17 43. Further, the mutability of DEFENDANT's timekeeping system and unlawful
18 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time
19 being inaccurately recorded. As a result, from time to time, DEFENDANT's unlawful rounding
20 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
21 ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-duty
22 meal break.

23 **J. Violations for Untimely Payment of Wages**

24 44. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
25 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
26 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
27 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
28 rest period premium wages within the permissible time period.

1 45. Pursuant to California Labor Code Section 201, “If an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”
3 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his
4 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
5 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
6 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS
7 members were, from time to time, not timely provided the wages earned and unpaid at the time of
8 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
9 and 202.

10 46. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
11 paying all wages due at time of termination for all CALIFORNIA CLASS members whose
12 employment ended during the CLASS PERIOD.

13 **K. Sick Pay Violations**

14 47. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or
15 after July 1, 2015, works in California for the same employer for 30 or more days within a year
16 from the commencement of employment is entitled to paid sick days as specified in this section.”
17 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
18 From time to time, DEFENDANT failed to have a policy or practice in place to provide PLAINTIFF
19 and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave. As of
20 January 1, 2024, DEFENDANT failed to adhere to the law in that they failed to provide and allow
21 employees to use at least 40 hours or five days of paid sick leave per year.

22 48. California Labor Code Section 246(i) requires an employer to furnish its employees
23 with written wage statements setting forth the amount of paid sick leave available. From time to
24 time, DEFENDANT violated California Labor Code Section 246 by failing to furnish PLAINTIFF
25 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
26 paid sick leave available.

27 49. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
28 off-duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.

1 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
2 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
3 provide PLAINTIFF with a second off-duty meal period each workday in which DEFENDANT
4 required him to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF with a
5 rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the rest break.
6 DEFENDANT's policy caused PLAINTIFF to remain on premises, on-call and on-duty during
7 what was supposed to be his off-duty meal periods. PLAINTIFF therefore forfeited meal and rest
8 breaks without additional compensation and in accordance with DEFENDANT's strict corporate
9 policy and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed
10 to comply with California Labor Code Section 226. Further, DEFENDANT also failed to
11 reimburse PLAINTIFF for required business expenses related to the personal expenses incurred
12 for the use of his personal cell phone on behalf of and in furtherance of his employment with
13 DEFENDANT. To date, DEFENDANT have not fully paid PLAINTIFF the minimum, overtime
14 and double time compensation still owed to them, or any penalty wages owed to them under
15 California Labor Code Section 203. The amount in controversy for PLAINTIFF individually does
16 not exceed the sum or value of \$75,000.

17 **CLASS ACTION ALLEGATIONS**

18 50. PLAINTIFF bring this Class Action on behalf of PLAINTIFF, and a California class
19 defined as all persons who are or previously were employed by DEFENDANT and classified as
20 non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four
21 (4) years prior to the filing of the original Complaint and ending on the date as determined by the
22 Court (the "CLASS PERIOD").

23 51. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
24 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
25 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
26 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
27 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
28

1 maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and
2 expenses.

3 52. The members of the class are so numerous that joinder of all class members is
4 impractical.

5 53. Common questions of law and fact regarding DEFENDANT's conduct, including
6 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
7 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
8 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
9 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
10 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
11 overtime, exist as to all members of the class and predominate over any questions affecting solely
12 any individual members of the class. Among the questions of law and fact common to the class are:

- 13 a. Whether DEFENDANT maintained legally compliant meal period policies and
14 practices;
- 15 b. Whether DEFENDANT maintained legally compliant rest period policies and
16 practices;
- 17 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
18 members accurate premium payments for missed meal and rest periods;
- 19 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
20 members accurate overtime wages;
- 21 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
22 members at least minimum wage for all hours worked;
- 23 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
24 CLASS members for required business expenses;
- 25 g. Whether DEFENDANT issued legally compliant wage statements;
- 26 h. Whether DEFENDANT committed an act of unfair competition by systematically
27 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
28 CLASS for all time worked;

- 1 i. Whether DEFENDANT committed an act of unfair competition by systematically
2 failing to record all meal and rest breaks missed by PLAINTIFF and other
3 CALIFORNIA CLASS members, even though DEFENDANT enjoyed the benefit
4 of this work, required employees to perform this work and permits or suffers to
5 permit this work;
- 6 j. Whether DEFENDANT committed an act of unfair competition in violation of
7 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
8 failing to provide the PLAINTIFF and the other members of the CALIFORNIA
9 CLASS with the legally required meal and rest periods.

10 54. PLAINTIFF is member of the CALIFORNIA CLASS and suffered damages as a
11 result of DEFENDANT’s conduct and actions alleged herein.

12 55. PLAINTIFF’s claims are typical of the claims of the CALIFORNIA CLASS, and
13 PLAINTIFF has the same interests as the other members of the class.

14 56. PLAINTIFF will fairly and adequately represent and protect the interests of the
15 CALIFORNIA CLASS members.

16 57. PLAINTIFF retained able class counsel with extensive experience in class action
17 litigation.

18 58. Further, PLAINTIFF’s interests are coincident with, and not antagonistic to, the
19 interests of the other CALIFORNIA CLASS members.

20 59. There is a strong community of interest among PLAINTIFF and the members of the
21 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
22 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
23 sustained.

24 60. The questions of law and fact common to the CALIFORNIA CLASS members
25 predominate over any questions affecting only individual members, including legal and factual
26 issues relating to liability and damages.

27 61. A class action is superior to other available methods for the fair and efficient
28 adjudication of this controversy because joinder of all class members is impractical. Moreover,

1 since the damages suffered by individual members of the class may be relatively small, the expense
2 and burden of individual litigation make it practically impossible for the members of the class
3 individually to redress the wrongs done to them. Without class certification and determination of
4 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
5 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- 6 a. Inconsistent or varying adjudications with respect to individual members of the
7 CALIFORNIA CLASS which would establish incompatible standards of conduct
8 for the parties opposing the CALIFORNIA CLASS; and/or,
- 9 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
10 which would, as a practical matter, be dispositive of the interests of the other
11 members not party to the adjudication or substantially impair or impeded their ability
12 to protect their interests.

13 62. Class treatment provides manageable judicial treatment calculated to bring an
14 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
15 conduct of DEFENDANT.

16 **FIRST CAUSE OF ACTION**

17 **Unlawful Business Practices**

18 **(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

20 63. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 64. DEFENDANTS are each a “person” as that term is defined under California
24 Business and Professions Code Section 17021.

25 65. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)
26 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
27 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
28 competition as follows:

1 Any person who engages, has engaged, or proposes to engage in unfair competition
2 may be enjoined in any court of competent jurisdiction. The court may make such
3 orders or judgments, including the appointment of a receiver, as may be necessary to
4 prevent the use or employment by any person of any practice which constitutes unfair
5 competition, as defined in this chapter, or as may be necessary to restore to any person
6 in interest any money or property, real or personal, which may have been acquired
7 by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

8 66. By the conduct alleged herein, DEFENDANT has engaged and continues to engage
9 in business practices which violate California law, including but not limited to, the applicable Wage
10 Order(s), the California Code of Regulations and the California Labor Code including Sections 201,
11 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, for which this Court
12 should issue declaratory and other equitable relief pursuant to California Business and Professions
13 Code Section 17203 as may be necessary to prevent and remedy the conduct held to constitute
14 unfair competition, including restitution of wages wrongfully withheld.

15 67. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair
16 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
17 or substantially injurious to employees, and were without valid justification or utility for which this
18 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
19 Business and Professions Code, including restitution of wages wrongfully withheld.

20 68. By the conduct alleged herein, DEFENDANT's practices were deceptive and
21 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
22 mandated meal and rest periods and the required amount of compensation for missed meal and rest
23 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
24 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
25 to the applicable California Labor Code and Industrial Welfare Commission requirements in
26 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
27 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
28 Code Section 17203, including restitution of wages wrongfully withheld.

69. By the conduct alleged herein, DEFENDANT's practices were also unlawful, unfair,
and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the other

1 members of the CALIFORNIA CLASS to be underpaid during their employment with
2 DEFENDANT.

3 70. By the conduct alleged herein, DEFENDANT's practices were also unfair and
4 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
5 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
6 required by California Labor Code Sections 226.7 and 512.

7 71. Therefore, PLAINTIFF demand on behalf of himself and on behalf of each
8 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
9 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
10 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
11 of work.

12 72. PLAINTIFF further demands on behalf of himself and on behalf of each
13 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
14 not timely provided as required by law.

15 73. By and through the unlawful and unfair business practices described herein,
16 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the other
17 members of the CALIFORNIA CLASS, including earned wages for all time worked, and has
18 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment
19 of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT to unfairly
20 compete against competitors who comply with the law.

21 74. All the acts described herein as violations of, among other things, the Industrial
22 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
23 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
24 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
25 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

26 75. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
27 and do, seek such relief as may be necessary to restore to them the money and property which
28 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA

1 CLASS have been deprived, by means of the above described unlawful and unfair business
2 practices, including earned but unpaid wages for all time worked.

3 76. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
4 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and
5 deceptive, and that injunctive relief should be issued restraining DEFENDANT from engaging in
6 any unlawful and unfair business practices in the future.

7 77. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
8 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
9 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
10 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
11 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
12 and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful
13 and unfair business practices.

14 **SECOND CAUSE OF ACTION**

15 **Failure To Pay Minimum Wages**

16 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

17 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

18 78. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
19 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
20 Complaint.

21 79. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
22 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
23 Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay
24 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

25 80. Pursuant to California Labor Code Section 204, other applicable laws and
26 regulations, and public policy, an employer must timely pay its employees for all hours worked.
27
28

1 81. California Labor Code Section 1197 provides the minimum wage for employees
2 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less
3 wage than the minimum so fixed is unlawful.

4 82. California Labor Code Section 1194 establishes an employee's right to recover
5 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
6 of suit.

7 83. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
8 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
9 work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully and
10 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
11 CALIFORNIA CLASS.

12 84. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
13 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
14 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
15 members of the CALIFORNIA CLASS in regard to minimum wage pay.

16 85. In committing these violations of the California Labor Code, DEFENDANT
17 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
18 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted in an
19 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
20 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
21 and regulations.

22 86. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
23 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
24 minimum wage compensation for their time worked for DEFENDANT.

25 87. During the CLASS PERIOD, PLAINTIFF and the other members of the
26 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
27 failure to pay all earned wages.
28

1 88. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
2 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
3 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
4 and will continue to suffer an economic injury in amounts which are presently unknown to them,
5 and which will be ascertained according to proof at trial.

6 89. DEFENDANT knew or should have known that PLAINTIFF and the other members
7 of the CALIFORNIA CLASS were under-compensated for their time worked. DEFENDANT
8 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
9 employees for their labor as a matter of uniform company policy, practice and procedure, and
10 DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
11 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

12 90. In performing the acts and practices herein alleged in violation of California labor
13 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
14 and provide them with the requisite compensation, DEFENDANT acted and continues to act
15 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
16 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
17 consequences to them, and with the despicable intent of depriving them of their property and legal
18 rights, and otherwise causing them injury in order to increase company profits at the expense of
19 these employees.

20 91. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
21 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
22 of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor
23 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
24 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
25 DEFENDANT's conduct also violates Labor Code Sections 201 and/or 202, and therefore these
26 individuals are also entitled to waiting time penalties under California Labor Code Section 203,
27 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
28 DEFENDANT's conduct as alleged herein was willful, intentional, and not in good faith. Further,

1 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
2 costs.

3 **THIRD CAUSE OF ACTION**

4 **Failure To Pay Overtime Compensation**

5 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

7 92. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 93. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
11 DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial
12 Welfare Commission requirements for DEFENDANT's failure to pay these employees for all
13 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve
14 (12) hours in a workday, and/or forty (40) hours in any workweek.

15 94. Pursuant to California Labor Code Section 204, other applicable laws and
16 regulations, and public policy, an employer must timely pay its employees for all hours worked.

17 95. California Labor Code Section 510 provides that employees in California shall not
18 be employed more than eight (8) hours per workday and/or more than forty (40) hours per
19 workweek unless they receive additional compensation beyond their regular wages in amounts
20 specified by law.

21 96. California Labor Code Section 1194 establishes an employee's right to recover
22 unpaid wages, including minimum and overtime compensation and interest thereon, together with
23 the costs of suit. California Labor Code Section 1198 further states that the employment of an
24 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

25 97. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
26 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time they
27 worked, including overtime work.
28

1 98. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
3 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
4 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
5 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
6 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
7 forty (40) hours in any workweek.

8 99. In committing these violations of the California Labor Code, DEFENDANT
9 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
10 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANT acted in an illegal attempt
11 to avoid the payment of all earned wages, and other benefits in violation of the California Labor
12 Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

13 100. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
14 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
15 overtime compensation for their time worked for DEFENDANT.

16 101. California Labor Code Section 515 sets out various categories of employees who are
17 exempt from the overtime requirements of the law. None of these exemptions are applicable to
18 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
19 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
20 agreement that would preclude the causes of action contained herein this Complaint. Rather,
21 PLAINTIFF brings this Action on behalf of himself and the CALIFORNIA CLASS based on
22 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
23 California.

24 102. During the CLASS PERIOD, PLAINTIFF and the other members of the
25 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
26 a failure to pay all earned wages.

27 103. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
28 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the

1 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
2 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
3 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
4 DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business
5 records and witnessed by employees.

6 104. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
7 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
8 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
9 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently
10 unknown to them, and which will be ascertained according to proof at trial.

11 105. DEFENDANT knew or should have known that PLAINTIFF and the other members
12 of the CALIFORNIA CLASS were undercompensated for their time worked. DEFENDANT
13 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay them
14 for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANT
15 perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other members of the
16 CALIFORNIA CLASS the correct overtime wages for their overtime worked.

17 106. In performing the acts and practices herein alleged in violation of California labor
18 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
19 and provide them with the requisite compensation, DEFENDANT acted and continues to act
20 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
21 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
22 consequences to them, and with the despicable intent of depriving them of their property and legal
23 rights, and otherwise causing them injury in order to increase company profits at the expense of
24 these employees.

25 107. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
26 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
27 of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor
28 Code and/or other applicable statutes. To the extent overtime compensation is determined to be

owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANT's conduct also violates California Labor Code Sections 201 and/or 202, and therefore these individuals are also entitled to waiting time penalties under California Labor Code 203, which penalties are sought herein. DEFENDANT's conduct as alleged herein was willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

FOURTH CAUSE OF ACTION

Failure To Provide Required Meal Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)

108. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

109. During the CLASS PERIOD, DEFENDANT failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second off-duty meal period in some workdays in which DEFENDANT required these employees to work ten (10) hours. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

110. DEFENDANT further violated California Labor Code Section 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

111. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)

112. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

113. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate PLAINTIFF and other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS

1 members with all the legally required paid rest periods is evidenced by DEFENDANT's business
2 records.

3 114. DEFENDANT further violated California Labor Code Sections 226.7 and the
4 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
5 members who were not provided a rest period, in accordance with the applicable Wage Order, one
6 additional hour of compensation at each employee's regular rate of pay for each workday that a rest
7 period was not provided.

8 115. As a proximate result of the aforementioned violations, PLAINTIFF and
9 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and
10 seek all wages earned and due, interest, penalties, expenses and costs of suit.

11 **SIXTH CAUSE OF ACTION**

12 **Failure To Provide Accurate Itemized Statements**

13 **(Cal. Lab. Code § 226)**

14 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

15 116. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
16 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
17 Complaint.

18 117. California Labor Code Section 226 provides that an employer must furnish
19 employees with an "accurate itemized" statement in writing showing:

- 20 a. Gross wages earned,
- 21 b. total hours worked by the employee, except for any employee whose compensation
22 is solely based on a salary and who is exempt from payment of overtime under
23 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
24 Commission,
- 25 c. the number of piece-rate units earned and any applicable piece rate if the employee
26 is paid on a piece-rate basis,
- 27 d. all deductions, provided that all deductions made on written orders of the employee
28 may be aggregated and shown as one item,

- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

118. When DEFENDANT did not accurately record PLAINTIFF's and other CALIFORNIA CLASS members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated California Labor Code Section 226 in that DEFENDANT failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

119. Further, DEFENDANT from time to time failed to provide PLAINTIFF and the CALIFORNIA CLASS members with wage statements that accurately provided the name and address of the legal entity that is the employer, in violation of California Labor Code Section 226(a)(8).

120. In addition to the foregoing, DEFENDANT failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9).

121. DEFENDANT knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended

1 calculating the correct wages for all missed meal and rest breaks and the amount of employment
2 taxes which were not properly paid to state and federal tax authorities. These damages are difficult
3 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect
4 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
5 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
6 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial
7 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
8 member of the CALIFORNIA CLASS herein).

9 **SEVENTH CAUSE OF ACTION**

10 **Failure To Pay Wages When Due**

11 **(Cal. Lab. Code § 203)**

12 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

13 122. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
14 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
15 Complaint.

16 123. California Labor Code Section 200 provides that:

17 As used in this article:

- 18 (d) "Wages" includes all amounts for labor performed by employees of every
19 description, whether the amount is fixed or ascertained by the standard of time,
20 task, piece, commission basis, or other method of calculation.
21 (e) "Labor" includes labor, work, or service whether rendered or performed under
22 contract, subcontract, partnership, station plan, or other agreement if the labor to
23 be paid for is performed personally by the person demanding payment.

24 124. California Labor Code Section 201 provides, in relevant part, that "If an employer
discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
immediately."

25 125. California Labor Code Section 202 provides, in relevant part, that:

26 If an employee not having a written contract for a definite period quits his or her
27 employment, his or her wages shall become due and payable not later than 72 hours
28 thereafter, unless the employee has given 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. Notwithstanding any other provision of law, an employee who quits without

1 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
2 requests and designates a mailing address. The date of the mailing shall constitute the
3 date of payment for purposes of the requirement to provide payment within 72 hours
4 of the notice of quitting.

5 126. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS
6 members' employment contract.

7 127. California Labor Code Section 203 provides:

8 If an employer willfully fails to pay, without abatement or reduction, in accordance with
9 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or
10 who quits, the wages of the employee shall continue as a penalty from the due date
11 thereof at the same rate until paid or until an action therefor is commenced; but the
12 wages shall not continue for more than 30 days.

13 128. The employment of PLAINTIFF and many CALIFORNIA CLASS members
14 terminated, and DEFENDANT has not tendered payment of wages to these employees who missed
15 meal and rest breaks, as required by law.

16 129. Therefore, as provided by California Labor Code Section 203, on behalf of
17 themselves and the members of the CALIFORNIA CLASS whose employment has ended,
18 PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time
19 of termination for all employees who terminated employment during the CLASS PERIOD and
20 demand an accounting and payment of all wages due, plus interest and statutory costs as allowed
21 by law.

22 **EIGHTH CAUSE OF ACTION**

23 **Failure To Reimburse Employees for Required Expenses**

24 **(Cal. Lab. Code §§ 2802)**

25 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)**

26 130. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
27 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
28 Complaint.

131. California Labor Code Section 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or
losses incurred by the employee in direct consequence of the discharge of his or her
duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

1 132. From time to time during the CLASS PERIOD, DEFENDANT violated California
2 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the
3 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
4 for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
5 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
6 their personal cell phones and personal vehicles all on behalf of and for the benefit of
7 DEFENDANT. Specifically, DEFENDANT required PLAINTIFF and other CALIFORNIA
8 CLASS members to use their personal cell phones to execute their essential job duties on behalf
9 of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse
10 PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their
11 personal cell phones within the course and scope of their employment for DEFENDANT. These
12 expenses were necessary to complete their principal job duties. DEFENDANT is estopped by
13 DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were
14 necessary expenses incurred by PLAINTIFF and the CALIFORNIA CLASS members,
15 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS
16 members for these expenses as an employer is required to do under the laws and regulations of
17 California.

18 133. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
19 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
20 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory
21 rate and costs under California Labor Code Section 2802.

22 **NINTH CAUSE OF ACTION**

23 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

24 **(Cal. Lab. Code §§2698 et seq.)**

25 **(Alleged by PLAINTIFF against all DEFENDANTS)**

26 134. PLAINTIFF realleges and incorporate by this reference, as though fully set forth
27 herein, the prior paragraphs of this Complaint.
28

1 135. PAGA is a mechanism by which the State of California itself can enforce state labor
2 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
3 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
4 a law enforcement action designed to protect the public and not to benefit private parties. The
5 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
6 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
7 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
8 private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch.
9 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

10 136. PLAINTIFF, and such persons that may be added from time to time who satisfy the
11 requirements and exhaust the administrative procedures under the Private Attorney General Act,
12 bring this individual PAGA and Representative Action on behalf of the State of California with
13 respect to themselves and all non-exempt employees who worked for DEFENDANT in California
14 during the time period of November 14, 2024, until the present (the "AGGRIEVED
15 EMPLOYEES").

16 137. At all relevant times, for the reasons described herein and others, PLAINTIFF and
17 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANT within the
18 meaning of Labor Code Section 2699(c).

19 138. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like
20 PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil
21 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

22 139. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
23 Section 2699.3. By certified letter, return receipt requested, dated November 14, 2025,
24 PLAINTIFF gave written notice to the Labor and Workforce Development Agency ("LWDA")
25 and to DEFENDANT of the specific provisions of the Labor Code alleged to have been violated,
26 including the facts and theories to support the alleged violations. (See **Exhibit #1.**)

27 140. As of the date of this complaint, more than sixty-five (65) days after serving the
28 LWDA with notice of DEFENDANT's violations, the LWDA has not provided any notice by

1 certified mail of its intent to investigate the DEFENDANT's alleged violations as mandated by
2 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
3 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

4 141. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
5 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANT's violations of
6 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
7 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802 and
8 2804 in the following amounts:

9 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200)
10 per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code
11 Section 2699(f)];

12 b. For violations of Labor Code Section 226(a), a civil penalty in the amount
13 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
14 any initial violation and one thousand dollars for each subsequent violation
15 [penalty per Labor Code Section 226.3];

16 c. For violations of Labor Code Sections 204, a civil penalty in the amount of
17 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
18 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for
19 each subsequent violation [penalty per Labor Code Section 210];

20 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty
21 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED
22 EMPLOYEE for the initial violation and one hundred dollars (\$100) for each
23 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
24 per Labor Code Section 558];

25 e. For violations of Labor Code Section 1174(d), a civil penalty in the amount
26 of five hundred (\$500) dollars for each AGGRIEVED EMPLOYEE [penalty
27 per Labor Code Section 1174.5].

28 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,

1 a civil penalty in the amount of one hundred dollars (\$100) for each
2 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
3 hundred dollars fifty (\$250) for each AGGRIEVED EMPLOYEE per pay
4 period for each subsequent violation [penalty per Labor Code Section 1197.1].

5 142. For all provisions of the Labor Code for which a civil penalty is not specifically
6 provided, Labor Code Section 2699(f) imposes upon DEFENDANT a penalty of up to two hundred
7 dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the
8 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
9 connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and
12 severally, as follows:

13 1. On behalf of the CALIFORNIA CLASS:

- 14 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
15 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
16 b. An order temporarily, preliminarily and permanently enjoining and restraining
17 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
18 c. An order requiring DEFENDANT to pay all overtime wages and all sums unlawfully
19 withheld from compensation due to PLAINTIFF and the other members of the
20 CALIFORNIA CLASS; and
21 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for
22 restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF
23 and to the other members of the CALIFORNIA CLASS.

24 2. On behalf of the CALIFORNIA CLASS:

- 25 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
26 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
27 to California Code of Civil Procedure Section 382;
28 b. Compensatory damages, according to proof at trial, including compensatory

1 damages for overtime compensation due to PLAINTIFF and the other members of
2 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
3 thereon at the statutory rate;

4 c. Meal and rest period compensation pursuant to California Labor Code Sections
5 226.7, 512 and the applicable IWC Wage Order;

6 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
7 which a violation occurs and one hundred dollars (\$100) per each member of the
8 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
9 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
10 violation of California Labor Code Section 226;

11 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
12 penalty from the due date thereof at the same rate until paid or until an action
13 therefore is commenced, in accordance with California Labor Code Section 203.

14 f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
15 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

16 3. On behalf of the State of California and with respect to all AGGRIEVED
17 EMPLOYEES: Recovery of civil penalties as prescribed by the Labor Code Private
18 Attorneys General Act of 2004;

19 4. On all claims:

20 a. An award of interest, including prejudgment interest at the legal rate;

21 b. Such other and further relief as the Court deems just and equitable; and

22 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
23 including and pursuant to, but not limited to, California Labor Code Sections 218.5,
24 226, 246 and/or 1194.

25
26 DATED:

SELIGSON LAW P.C.

27 By: Kenneth Seligson
28 Kenneth Seligson, Esq.
Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

PLAINTIFF demand a jury trial on issues triable to a jury.

DATED:

SELIGSON LAW P.C.

By: Kenneth Seligson
Kenneth Seligson, Esq.
Attorney for PLAINTIFF