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ELECTRONICALLY FILED
 Superior Court of California
 County of Alameda
 04/14/2026

Chad Firke, Executive Officer / Clerk of the Court

By: D. Drew Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA**

BRENDA GARCIA, on behalf of herself, others
 similarly situated, the general public and the
 State of California as private attorney general

Plaintiff,

vs.

LINCOLN VILLA CORP., a California
 corporation; and DOES 1 through 25 inclusive;

Defendants.

CASE NO. 25CV161908

**CLASS AND REPRESENTATIVE
 ACTION COMPLAINT FOR:**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime)**
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Periods and Unpaid Meal Period Premiums)**
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods and Unpaid Rest Period Premiums)**
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)**
- (5) Violation of California Labor Code (Failure to Timely Pay Wages)**
- (6) Violation of California Labor Code §§ 226 and 1174 (Non-Compliant Wage Statements and Failure to Maintain Records)**
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses)**
- (8) Violation of California Labor Code §§ 233 and 246 (Failure to Pay Sick Pay Wages)**
- (9) Violation of California Business & Professions Code § 17200 *et seq.***
- (10) Violation of Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff Brenda Garcia (“Plaintiff” or “Garcia”), based on facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows, individually and on behalf of other similarly situated
4 employees and on behalf of the State of California and other allegedly aggrieved employees pursuant
5 to the California Private Attorneys General Act:

6 **INTRODUCTION**

7 1. Plaintiff brings this action against Defendant Lincoln Villa Corp., and Does 1 through
8 25 (Defendants are collectively referred to as “Defendants”) for California Labor Code violations and
9 unfair business practices stemming from Defendants’ failure to pay all wages (including minimum
10 wages, overtime wages, and premium wages), failure to provide uninterrupted and compliant meal
11 periods, failure to provide uninterrupted and compliant rest periods, failure to provide proper sick
12 leave/pay, failure to indemnify necessary business expenses, failure to furnish accurate itemized wage
13 statements, and failure to maintain accurate records.

14 2. Plaintiff brings the First through Ninth Causes of Action individually and as a class
15 action on behalf of herself and all other employees of Defendants (hereinafter collectively referred to
16 as the “Class” or “Class Members” and defined more fully below). The Class consists of Plaintiff and
17 all other California non-exempt employees of Defendants during the statute of limitations period
18 applicable to the claims pleaded here.

19 3. Plaintiff brings the Tenth Cause of Action as a representative action under the
20 California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”) to
21 recover civil penalties that are owed to Plaintiff, the State of California, and past and present
22 employees of Defendants employed at any time within the applicable statutory period (hereinafter
23 referred to as the “Aggrieved Employees”).

24 4. Defendants own/owned and/or operate/operated an industry, business, and
25 establishment within the State of California, including Alameda County. As such, and based upon all
26 the facts and circumstances incident to Defendants’ business in California, Defendants are subject to
27 the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage Orders, and the
28 California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period, Defendants maintained a
2 systematic, company-wide policy and practice of:

- 3 a. Failing to pay employees for all hours worked, including all minimum wages,
4 overtime wages, and premium wages, in compliance with the California Labor
5 Code and IWC Wage Orders;
- 6 b. Failing to provide employees with timely and duty-free meal periods in compliance
7 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
8 records of all meal periods taken, restricted, interrupted, or missed, and failing to
9 pay an additional hour's pay for each workday a meal period violation occurred;
- 10 c. Failing to provide employees with timely and duty-free rest periods in compliance
11 with the California Labor Code and IWC Wage Orders, and failing to pay an
12 additional hour's pay for each workday a rest period violation occurred;
- 13 d. Failing to provide employees proper sick notice or pay in compliance with the
14 California Labor Code and IWC Wage Orders;
- 15 e. Failing to indemnify employees for necessary business expenses incurred;
- 16 f. Willfully failing to pay employees all minimum wages, overtime wages, premium
17 wages, and sick pay wages due within the time period specified by California law;
- 18 g. Failing to maintain accurate records of the hours that employees worked; and
- 19 h. Failing to provide employees with accurate, itemized wage statements containing
20 all the information required by the California Labor Code and IWC Wage Orders;
21 and

22 6. On information and belief, Defendants, and each of them were on actual and
23 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
24 unlawful policies and practices. Defendants' violations, as alleged above, during all relevant times
25 herein were willful and deliberate.

26 7. At all relevant times, Defendants were and are legally responsible for all of the
27 unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing
28 paragraphs as the employer of Plaintiff and the Class/Aggrieved Employees. Further, Defendants are

1 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
2 “respondeat superior”.

3 **JURISDICTION AND VENUE**

4 8. This class, representative, and individual action is brought in the Superior Court for
5 the County of Alameda pursuant to California Code of Civil Procedure § 382 and California Labor
6 §§ 2698 *et seq.* The monetary damages, civil penalties, and restitution sought by Plaintiff in this
7 action exceeds the minimal jurisdictional limits of the Superior Court and will be established
8 according to proof at trial.

9 9. This Court has jurisdiction in this matter pursuant to the California Constitution,
10 Article VI, § 10, which grants the superior court “original jurisdiction in all other causes” except those
11 given by statute to other courts. The statutes under which this action is brought do not specify any
12 other basis for jurisdiction.

13 10. This Court has jurisdiction over Defendants because Defendants are citizens of
14 California, employed Plaintiff and other Class Members and Aggrieved Employees in Alameda
15 County, California, have their principal place of business in Alameda County, and upon information
16 and belief, they conduct regular and substantial business, and have substantial contacts, in California,
17 and/or otherwise intentionally avail themselves to the California (and Alameda County) market so as
18 to render the exercise of jurisdiction in California proper.

19 11. Pursuant to California Code of Civil Procedure §§ 395, 393(a) and/or 395.5, venue is
20 proper in this judicial district. Alameda County is the proper venue, particularly because Defendants
21 employed Plaintiff and other Class Members and Aggrieved Employees in Alameda County,
22 Defendants maintain offices, have agents, employ individuals and/or transact business in Alameda
23 County, and the transactions, occurrences, breaches and/or violations that give rise to this lawsuit
24 occurred within Alameda County.

25 **PARTIES**

26 12. Plaintiff is a California resident who has worked for Defendants in Alameda County,
27 California, from approximately September 2023 to the present.

1 13. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs,
2 if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. Am. Savings and*
3 *Loan Ass'n*, 5 Cal.3d 864, 872 (1971), *Hutcheson v. Superior Court*, 74 Cal. App. 5th 923 (2022), and
4 other applicable law.

5 14. Plaintiff is informed and believes and based upon that information and belief alleges,
6 that Defendants are:

- 7 a. A business entities conducting business in the State of California, including in
8 Alameda County.
- 9 b. The employer(s) of Plaintiff, and the current and former employer(s) of the putative
10 Class and the Aggrieved Employees. Defendants suffered and permitted Plaintiff
11 and the Class to work and/or controlled their wages, hours, or working conditions.
- 12 c. At all times alleged herein, Defendants are and were the employers of Plaintiff and
13 the Class and Aggrieved Employees.

14 15. Plaintiff does not currently know the true names or capacities of the persons or entities
15 sued herein as Does 1-25, inclusive, and therefore sues said Defendants by such fictitious names.
16 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
17 Plaintiff and the Class and Aggrieved Employees as alleged herein. Plaintiff will amend this
18 complaint to set forth the true names and capacities of these Defendants when they have been
19 ascertained, together with appropriate charging allegations, as may be necessary.

20 16. At all times mentioned herein, the Defendants named as Does 1-25, inclusive, and each
21 of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured
22 a significant number of the Plaintiff and the Class and the Aggrieved Employees in the State of
23 California.

24 17. Plaintiff is informed and believes and thereon alleges that at all relevant times each
25 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other
26 employees described in the class and Aggrieved Employees definitions below, and exercised control
27 over their wages, hours, working conditions, and conditions of employment. Plaintiff is informed and
28 believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent,

1 partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate,
2 parent corporation, successor in interest and/or predecessor in interest of some or all of the other
3 Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit,
4 and bore such other relationships to some or all of the other Defendants so as to be liable for their
5 conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon
6 alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above,
7 that each Defendant knew or should have known about, and authorized, ratified, adopted, approved,
8 controlled, aided and abetted the conduct of all other Defendants.

9 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

10 18. At all relevant times set forth herein, Defendants employed Plaintiff and other persons
11 as hourly-paid or non-exempt employees within the State of California, including the County of
12 Alameda.

13 19. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt
14 employee, from approximately September 2023 to the present, in the State of California, County of
15 Alameda.

16 20. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked
17 (including minimum wages, overtime wages, and premium wages), failed to provide Plaintiff with
18 uninterrupted and compliant meal periods, failed to provide Plaintiff with uninterrupted and compliant
19 rest periods, failed to provide proper sick notice/leave (or sick pay), failed to pay Plaintiff at the
20 regular rate of pay when required, failed to indemnify Plaintiff for necessary business expenses, failed
21 to timely pay all wages to Plaintiff, and failed to furnish accurate wage statements. As discussed
22 below, Plaintiff's experience working for Defendants was typical and illustrative.

23 21. Defendants had the authority to hire and terminate Plaintiff and the other class and
24 subclass members and Aggrieved Employees, to set work rules and conditions governing Plaintiff's
25 and the other class and subclass members' and the Aggrieved Employees' employment, and to
26 supervise their daily employment activities.

1 22. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
2 and the other class and subclass members' and the Aggrieved Employees' employment for them to
3 be joint employers of Plaintiff and the other class/subclass members and Aggrieved Employees.

4 23. Defendants directly hired and paid wages, other compensation, and benefits to Plaintiff
5 and the other class/subclass members and Aggrieved Employees.

6 24. Defendants continue to employ hourly-paid or non-exempt employees within the State
7 of California.

8 25. Plaintiff and the other class/subclass members and Aggrieved Employees worked over
9 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants
10 and were not paid overtime. This includes Defendants outright refusing to pay overtime for hours
11 worked over eight (8) in a day and/or forty (40) in a week.

12 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged
13 (and continue to engage) in a pattern and practice of wage abuse against their hourly-paid or non-
14 exempt employees within the State of California. This pattern and practice involved/involves, *inter*
15 *alia*, failing to pay them for all regular, overtime, minimum, and/or other wages earned, and for
16 missed, shortened, late, interrupted, restricted and/or otherwise non-compliant meal and rest periods
17 in violation of California law.

18 27. Defendants were required to pay Plaintiff and putative class/subclass members and
19 Aggrieved Employees for all their time worked, meaning the time during which an employee is
20 subject to the control of an employer, including all the time the employee is suffered or permitted to
21 work. Defendants required Plaintiff and class/subclass members and Aggrieved Employees to work
22 without paying them for all the time they are or were under Defendants' control. Among other things,
23 Plaintiff and the other class/subclass members and Aggrieved Employees were required to perform
24 job duties before the start of their shifts, after their shifts, and/or during their meal and rest breaks,
25 none of which was compensated. This included engaging in job duties (including assisting residents)
26 and communicating with co-workers and management regarding work). Plaintiff and the other class
27 and subclass members and Aggrieved Employees were also forced to stand in line for a certain period
28 of time before being able to clock in

1 28. Defendants knew or should have known that Plaintiff and the other class and subclass
2 members and Aggrieved Employees were entitled to receive certain wages and that they were not
3 receiving accurate compensation for all hours worked. In fact, Plaintiff raised such issues with
4 Defendants on multiple occasions, to no avail.

5 29. Defendants also fail to properly calculate the “regular rate of pay” for purposes of
6 calculating, *inter alia*, overtime and meal/rest break premium pay.

7 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
8 provide Plaintiff and the other class and subclass members and Aggrieved Employees all required,
9 legally compliant rest and meal periods during the relevant time period as required under the IWC
10 Wage Orders and thus they are entitled to any and all applicable penalties for such violations.

11 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
12 relieve Plaintiff and the other class and subclass members and Aggrieved Employees of all duties,
13 failed to relinquish control over Plaintiff and the other class and subclass members’ and Aggrieved
14 Employees’ activities, failed to permit Plaintiff and the other class and subclass members and
15 Aggrieved Employees a reasonable opportunity to take, and impeded, restricted (including
16 geographically), or discouraged them from taking, thirty (30) minute uninterrupted meal breaks no
17 later than the end of their fifth hour of work for shifts lasting at least six (6) hours. As a policy and
18 practice, Defendants forced Plaintiff and other class and subclass members and Aggrieved Employees
19 to work through their meal breaks, including by simply forcing them to work for all or part of their
20 breaks, as well as due to lack of coverage to take breaks and due to their rigorous work schedules.
21 Defendants’ policy and practice was to not provide meal periods to Plaintiff and the other class and
22 subclass members and Aggrieved Employees in compliance with California law

23 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
24 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
25 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff’s and
26 the other class and subclass members’ and Aggrieved Employees’ regular rate of pay when a meal
27 period was missed, shortened, late, interrupted, restricted to the premises and/or otherwise not
28 compliant with the requirements of applicable California law, and they did not receive all meal periods

1 or payment of one additional hour of pay at Plaintiff's and the other class and subclass members' and
2 Aggrieved Employees' regular rate of pay when a meal period was not compliant with California law.

3 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
4 provide, authorize, and permit Plaintiff and other class and subclass members and Aggrieved
5 Employees to take full, uninterrupted, off-duty, unrestricted (including geographically), and otherwise
6 legally compliant rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or
7 two full, uninterrupted, off-duty and otherwise legally compliant rest periods for every shift lasting
8 six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty and otherwise legally compliant rest
9 periods for every shift lasting ten (10) hour to fourteen (14) hours, and failed to make a good faith
10 effort to authorize, permit, and provide such rest breaks in the middle of each work period.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
13 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the
14 other class and subclass members' and Aggrieved Employees' regular rate of pay when a rest period
15 was missed, shortened, late, interrupted, on-duty, restricted to the premises and/or otherwise not
16 compliant with the requirements of applicable California law, and they did not receive all rest periods
17 or payment of one additional hour of pay at Plaintiff's and the other class and subclass members' and
18 Aggrieved Employees' regular rate of pay when a rest period was not compliant with California law.
19 In fact, as a policy and practice, Defendants forced Plaintiff and the other class and subclass members
20 and Aggrieved Employees to work through their rest breaks. Defendants' policy and practice was to
21 not authorize and/or permit Plaintiff and the class/subclass members and Aggrieved Employees to
22 take rest periods in compliance with California law.

23 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
24 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
25 were entitled to receive at least minimum wages for compensation and that they were not receiving at
26 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
27 *alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other class and
28

1 subclass members and Aggrieved Employees worked off the clock performing work duties, including
2 (but not limited to) duties such as those described herein.

3 36. Plaintiff is informed and belief, and based thereon alleges, that Defendants failed to
4 comply with California Labor Code § 246, which provides notice of the amount of paid sick leave
5 available to Plaintiff and the other class and subclass members and Aggrieved Employees. Under
6 California law, Plaintiff and the other class and subclass members and Aggrieved Employees were
7 entitled to receive sick leave (and sick pay), which they did not properly receive (including at the
8 appropriate rate).

9 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
10 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
11 were entitled to receive complete and accurate wage statements in accordance with California law,
12 but, in fact, they did not receive complete and accurate wage statements from Defendants. The
13 deficiencies included, *inter alia*, the failure to include (i) the accurate total number of hours worked
14 by Plaintiff and the other class and subclass members; (ii) the accurate and applicable rates of pay in
15 effect during each pay period and the corresponding number of hours worked at each hourly rate; (iii)
16 the accurate gross wages and net wages earned (including correct hours worked, correct wages earned
17 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
18 provided in accordance with California law, and correct wages for rest periods that were not
19 authorized or permitted in accordance with California law, and sick pay wages); (iv) accrued sick
20 leave; and (v) complete and correct deductions. As a result of these violations of California Labor
21 Code § 226(a), the Plaintiff and class and subclass members and Aggrieved Employees suffered injury
22 because, among other things:

- 23 a. the violations led them to believe that they were not entitled to be paid minimum
24 wages, overtime wages, meal period premium wages, and rest period premium
25 wages to which they were entitled, even though they were entitled;
- 26 b. the violations led them to believe that they had been paid the minimum, overtime,
27 meal period premium, and rest period premium wages, even though they had not
28 been;

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

24 38. Defendants also failed to keep complete and accurate employment and payroll records
25 for Plaintiff and the other class and subclass members and Aggrieved Employees in accordance with
26 California law, including Cal. Lab. Code §§ 226(a), 1174(d), and the IWC Wage Orders.

27 39. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed
28 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid

1 not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210
2 provides:

3 [I]n addition to, and entirely independent and apart from, any other penalty provided
4 in this article, every person who fails to pay the wages of each employee as provided
5 in Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
6 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
7 each subsequent violation, or any willful or intentional violation, two hundred dollars
8 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
9 withheld.

10 40. Defendants from time to time failed to pay Plaintiff and other class and subclass
11 members and Aggrieved Employees within seven (7) days of the close of the payroll period in
12 accordance with Cal. Lab. Code § 204(d).

13 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
14 should have known that Plaintiff and the other class and subclass members and Aggrieved Employees
15 were entitled to reimbursement for necessary business-related expenses, including (without
16 limitation), the purchase and maintenance (including laundering) of various uniform items (including
17 but not limited to scrub tops and bottoms), expenses related to complying with Defendants' dress
18 code, and personal cell phone expenses (which were used for work purposes).

19 42. Plaintiff alleges that Defendants knew or should have known that they had a duty to
20 compensate and reimburse Plaintiff and the other class and subclass members and Aggrieved
21 Employees pursuant to California law, and that Defendants had the financial ability to pay such
22 compensation and reimbursement, but willfully, knowingly, and intentionally failed to do so, and
23 falsely represented to Plaintiff and the other class and subclass members and Aggrieved Employees
24 that they were properly paid all wages and reimbursements, all in order to increase Defendants'
25 profits.

26 43. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff
27 and the other class and subclass members and Aggrieved Employees for all overtime hours worked.
28 Plaintiff and the other class and subclass members and Aggrieved Employees were required to work

1 more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation
2 for all overtime hours worked.

3 44. During the relevant time period, Defendants failed to provide all requisite, legally
4 compliant meal and rest periods to Plaintiff and the other class and subclass members and Aggrieved
5 Employees.

6 45. During the relevant time period, Defendants failed to pay Plaintiff and the other class
7 and subclass members and Aggrieved Employees at least minimum wages for all hours worked.

8 46. During the relevant time period, Defendants failed to pay Plaintiff and the other class
9 and subclass members and Aggrieved Employees all wages owed to them during their employment.

10 47. During the relevant time period, Defendants failed to provide complete or accurate
11 wage statements to Plaintiff and the other class and subclass members and Aggrieved Employees.

12 48. During the relevant time period, Defendants failed to keep complete and accurate
13 employment and payroll records for Plaintiff and the other class and subclass members in accordance
14 with California law, including Cal. Lab. Code § 1174(d).

15 49. During the relevant time period, Defendants failed to reimburse Plaintiff and the other
16 class and subclass members and Aggrieved Employees for all necessary business-related expenses
17 and costs.

18 50. As a result of the above facts, during the relevant time period, Defendants were and
19 continue to be in violation of the California Labor Code, including §§ 98.1, 204, 204b, 210, 216,
20 218.5, 218.6, 221, 223-224, 225.5, 226, 226.3, 226.7, 233, 245-249, 510, 512, 516, 558, 1174, 1174.5,
21 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, the applicable IWC Wage
22 Orders related to these claims arising under the California Labor Code, the California Business and
23 Professions Code § 17200 *et seq.*, the California Civil Code §§ 3287, 3336 and 3294, the California
24 Code of Regulations, Title 8, section 11000 *et seq.* and Title 12, §§ 11040 *et seq.*; and California Code
25 of Civil Procedure § 1021.5, seeking unpaid or incorrectly paid wages and compensation, unpaid meal
26 and rest period compensation, unreimbursed expenses, penalties, liquidated damages, interest,
27 reasonable attorneys' fees and costs, and other relief.

1 51. During the relevant time period, Defendants failed to properly compensate Plaintiff
2 and the other class and subclass members and Aggrieved Employees pursuant to California law in
3 order to increase Defendants' profits. California Labor Code § 218 states that nothing in Article 1 of
4 the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
5 due to him [or her] under this article."

6 52. All of the conduct and violations alleged herein occurred during the class period and
7 PAGA period, respectively.

8 53. Defendants' illegal policies and practices were applied to Plaintiff and the other class
9 and subclass members and Aggrieved Employees, and were in effect throughout the class period.

10 **CLASS ACTION ALLEGATIONS**

11 54. Plaintiff brings this action on her own behalf and on behalf of each and all other
12 persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure
13 § 382.

14 55. All claims alleged herein arise under California law for which Plaintiff seeks relief
15 authorized by California law.

16 56. The proposed Class is defined as follows:

17 All persons who worked for any Defendant in California as an hourly, non-exempt
18 employee at any time during the period beginning four (4) years before the filing of the
19 initial complaint in this action to final judgment.

20 57. Plaintiff also seeks to represent subclasses included in Plaintiff's class, including the
21 following:

- 22 a. All class members who were not paid at least minimum wage for all hours worked;
- 23 b. All class members who were not properly or accurately paid all overtime wages
24 owed (including, but not limited to, at their "regular rate of pay" for overtime
25 compensation) for hours worked over 8 in a day or 40 in a workweek;
- 26 c. All class members who worked more than 5 hours in a workday and were not
27 provided with a timely, uninterrupted, duty-free, and otherwise lawful meal period
28 of 30 minutes, and were not paid compensation of 1-hour of premium wages at the
 employee's regular rate in lieu thereof;
- d. All class members who worked more than 10 hours in a workday and were not
 provided with a timely, uninterrupted, duty-free and otherwise lawful second meal

period of 30 minutes, and were not paid compensation of 1-hour of premium wages at the employee's regular rate in lieu thereof;

- e. All class members who worked more than 3.5 hours in a workday and were not authorized or permitted to take a 10-minute uninterrupted, duty-free and otherwise lawful rest period for every 4 hours or major fraction thereof worked per day and were not paid compensation of 1-hour of premium wages at the employee's regular rate in lieu thereof;
- f. All class members who were not properly provided sick leave notice and/or proper sick pay (including at the appropriate rate);
- g. All class members who were not reimbursed for all necessary business expenditures;
- h. All class members who did not timely receive all wages and compensation when due;
- i. All class members who were not provided with accurate and complete itemized wage statements;
- j. All class members whose records were not properly and accurately maintained/kept (including employment, pay, and time records); and
- k. All class members who were subjected to Defendants' unfair business practices.

58. Plaintiff reserves the right, including under California Rule of Court 3.765, to amend or modify the descriptions of the Class and/or subclasses as appropriate (including to further divide the Class Members into additional subclasses) and/or to add additional subclasses. Any reference herein to the Class Members or Plaintiff's Class includes the members of each of the subclasses.

59. At all material times, Plaintiff was a member of the Class.

60. Plaintiff undertakes this concerted activity to improve the wages and working conditions of all Class Members.

61. There is a well-defined community of interest in the litigation, and the Class is readily ascertainable:

- a. Numerosity: The Class and subclass members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class and classes is unknown to Plaintiff at this time; however, upon information and belief, the Class and each of the subclasses is estimated to be greater than forty (40)

1 individuals and the identity of such membership is readily ascertainable by
2 inspection of Defendants' employment records.

3 b. Typicality: Plaintiff's claims are typical of all other Class and subclass members
4 as demonstrated herein. Plaintiff will fairly and adequately protect the interests of
5 the other Class and subclass members with whom they have a well-defined
6 community of interest.

7 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
8 and subclass member with whom there is a shared, well-defined community of
9 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts
10 with or interests antagonistic to any Class and subclass members. Plaintiff's
11 attorneys, the proposed class counsel, are competent and versed in the rules
12 governing class action discovery, certification, and settlement. Plaintiff has
13 incurred, and during the pendency of this action, will continue to incur, costs and
14 attorneys' fees that have been, are, and will be necessarily expended for the
15 prosecution of this action for the substantial benefit of each class and subclass
16 member.

17 d. Superiority: A class action is superior to other available methods for the fair and
18 efficient adjudication of this litigation, including because joinder of all Class and
19 subclass members is impractical.

20 e. Public Policy Considerations: The public policy of the State of California is to
21 resolve the California Labor Code claims of many employees through a class
22 action. Certification of this lawsuit as a class action will advance public policy
23 objectives. Employers of this great state violate employment and labor laws every
24 day. Current employees are often afraid to assert their rights out of fear of direct
25 and indirect retaliation. And former employees are fearful of bringing actions
26 because they believe their former employers might damage their future endeavors
27 through negative references and/or other means. However, class actions provide
28 the class and subclass members who are not named in the complaint with a type of

1 anonymity that allows for the vindication of their rights at the same time as their
2 privacy is protected.

3 62. There are common questions of law and fact as to the class and subclass members that
4 predominate over questions affecting only individual members. The following common questions of
5 law or fact, among others, exist as to the members of the class/subclasses:

- 6 a. Whether Defendants unlawfully failed to correctly calculate and pay overtime,
7 regular, minimum, and premium wages, and other compensation due to class and
8 subclass members;
- 9 b. Whether Defendants' failure to pay wages or other compensation, without
10 abatement or reduction, in accordance with the California Labor Code, was willful;
- 11 c. Whether Defendants had a corporate policy and practice of failing to pay their
12 hourly-paid or non-exempt employees within the State of California for all hours
13 worked and missed (short, late, restricted, interrupted, and/or missed altogether)
14 meal periods and rest breaks in violation of California law;
- 15 d. Whether Defendants required Plaintiff and the other class and subclass members
16 to work over eight (8) hours per day and/or over forty (40) hours per week and
17 failed to pay the legally required overtime compensation to Plaintiff and the other
18 class and subclass members;
- 19 e. Whether Defendants failed to pay overtime wages to Plaintiff and the other class
20 and subclass members for all overtime hours worked, or failed to pay such overtime
21 wages at the correct "regular rate";
- 22 f. Whether Defendants deprived Plaintiff and the other class and subclass members
23 of legally compliant meal and/or rest breaks by, among other things, failing to
24 provide them timely, uninterrupted breaks, and/or requiring them to perform any
25 work during such breaks, and/or requiring them to remain on the premises for such
26 breaks;
- 27 g. Whether Defendants failed to pay regular and minimum wages to Plaintiff and the
28 other class and subclass members for all hours worked;

- h. Whether Defendants failed to pay all wages due to Plaintiff and the other class and subclass members within the required time during their employment;
- i. Whether Defendants provided accurate itemized wage statements, wage reporting, and records maintenance as required by the California Labor Code; including, *inter alia*, sections 226 and 1174;
- j. Whether Defendant provided proper notice and/or pay for sick leave/time;
- k. Whether Defendants failed to reimburse Plaintiff and the other class and subclass members for necessary business-related expenses and costs;
- l. Whether Defendants' conduct was intentional, willful or reckless;
- m. Whether Defendants' policies, practices, or procedures were illegal;
- n. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code §§ 17200 *et seq.*;
- o. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- p. Whether Plaintiff and the other class and subclass members are entitled to compensatory damages pursuant to the California Labor Code.

63. In addition to meeting the statutory pre-requisites to a class action, this action is properly maintained as a class action pursuant to California Code of Civil Procedure § 382, in that:

- a. Without class certification, and determination of declaratory, injunctive, statutory and other legal questions with the class format, the prosecution of separate actions by individual members of the class and/or subclasses will create a risk of:
 - i. Inconsistent or varying adjudications with respect to individual members of the Class and/or subclasses which would establish incompatible standards of conduct for the parties opposing the class; and/or
 - ii. Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting

1 the funds available from those parties who are, or may be, responsible
2 Defendants.

3 b. The parties opposing the class have acted or refused to act on grounds generally
4 applicable to the class making appropriate class-wide relief with respect to the class
5 and/or subclasses as a whole in that Defendants failed to pay all wages due to
6 members of the class as required by law.

7 i. With respect to the unfair business practices act claim, the final relief on
8 behalf of the class and/or subclass sought does not relate exclusively to
9 restitution because through this claim Plaintiff seeks declaratory relief
10 holding that the Defendants' policy and practices constitute unfair
11 competition, along with declaratory relief, injunctive relief, and incidental
12 equitable relief as may be necessary to prevent and remedy the conduct
13 declared to constitute unfair competition

14 c. Common questions of law and fact exist as to the members of the class and
15 subclasses, with respect to the practices and violations of California law as listed
16 herein, and predominate over any question affecting only individual class and/or
17 subclass members, and a class action is superior to other available methods for the
18 fair and efficient adjudication of the controversy, including consideration of:

19 i. The interests of the members of the class and/or subclasses in individually
20 controlling the prosecution or defense of separate actions in that the
21 substantial expense of individual actions will be avoided to recover the
22 relatively small amount of economic losses sustained by the individual class
23 and/or subclass members when compared to the substantial expense and
24 burden of individual prosecution of this litigation;

25 ii. Class certification will obviate the need for unduly duplicative litigation that
26 would create the risk of:
27
28

- 1 a. Inconsistent or varying adjudications with respect to individual members
2 of the class and/or subclasses, which would establish incompatible
3 standards of conduct for the Defendants; and/or
4 b. Adjudications with respect to individual members of the class and/or
5 subclasses would as a practical matter be dispositive of the interests of
6 the other members not parties to the adjudication or substantially impair
7 or impede their ability to protect their interests;
8 iii. In the context of wage litigation, because a substantial number of individual
9 class and subclass members will avoid asserting their legal rights out of fear
10 of retaliation by Defendants, which may adversely affect an individual's job
11 with Defendants or with a subsequent employer, the class action is the only
12 means to assert their claims through a representative; and
13 iv. A class action is superior to other available methods for the fair and efficient
14 adjudication of this litigation because class treatment will obviate the need
15 for unduly and unnecessary duplicative litigation that is likely to result in the
16 absence of certification of this action pursuant to Cal. Code of Civ. Proc. §
17 382

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

25 **FIRST CAUSE OF ACTION**

26 **Violation of California Labor Code §§ 510 and 1198**

27 *(Against all Defendants)*
28

1 65. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
2 forth herein.

3 66. California Labor Code §§ 510, 1194, 1197, 1198 and the applicable IWC Wage
4 Order(s) provide that it is unlawful to employ persons without compensating them at a rate of pay
5 either time-and-one-half or two-times that person's regular rate of pay, depending on the number of
6 hours worked by the person on a daily or weekly basis.

7 67. Specifically, the applicable IWC Wage Order provides that Defendants are and were
8 required to pay Plaintiff and the other class and subclass members employed by Defendants, and
9 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate
10 of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40)
11 hours in a workweek.

12 68. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiff and the other class and subclass members overtime compensation at a rate of
14 two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

15 69. The applicable IWC Wage Order further provides that Defendants are and were
16 required to pay Plaintiff and the other class and subclass members overtime compensation at a rate of
17 two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

18 70. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
19 policy, an employer must timely pay its employees for all hours worked.

20 71. California Labor Code § 510 codifies the right to overtime compensation at one-and-
21 one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty
22 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime
23 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a
24 day or in excess of eight (8) hours in a day on the seventh day of work.

25 72. During the relevant time period, Plaintiff and the other class and subclass members
26 were required, permitted, or suffered by Defendants to work for Defendants in excess of eight (8)
27 hours in a day, and/or in excess of forty (40) hours in a week, including performing work duties off-
28 the-clock.

73. During the relevant time period, Defendants intentionally and willfully failed to properly pay overtime wages owed to Plaintiff and the other class and subclass members. Plaintiff and the other class and subclass members did not receive overtime compensation at one and one-half times their regular hourly rate of pay for all hours spent performing job duties in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work.

74. In committing these violations of the California Labor Code, Defendants also inaccurately recorded overtime worked and consequently underpaid the overtime worked by Plaintiff and other class and subclass members, including by failing to incorporate all forms of compensation into the regular rate of pay.

75. During the relevant time period, Plaintiff and other class and subclass members have been paid less for overtime worked than they are entitled to, constituting a failure to pay all earned wages.

76. Defendants' failure to pay Plaintiff and the other class and subclass members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code §§ 510, 1194, and 1198, and is therefore unlawful.

77. Pursuant to California Labor Code §§ 1194, 218.5, and 218.6, Plaintiff and the other class and subclass members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code § 226.7 and 512

(Against all Defendants)

78. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

79. At all relevant times, the IWC Order and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiff's and the other class and subclass members' employment by Defendants.

1 80. At all relevant times, California Labor Code § 226.7 provides that no employer shall
2 require an employee to work during any meal or rest period mandated by an applicable order of the
3 California IWC.

4 81. At all relevant times, the applicable IWC Wage Order and California Labor Code §
5 512(a) provide that an employer may not require, cause or permit an employee to work for a work
6 period of more than five (5) hours per day without providing the employee with a meal period of not
7 less than thirty (30) minutes, except that if the total work period per day of the employee is no more
8 than six (6) hours, the meal period may be waived by mutual consent of both the employer and
9 employee.

10 82. At all relevant times, the applicable IWC Wage Order and California Labor Code §
11 512(a) further provide that an employer may not require, cause or permit an employee to work for a
12 work period of more than ten (10) hours per day without providing the employee with a second
13 uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is
14 no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
15 employer and the employee only if the first meal period was not waived.

16 83. During the relevant time period, Plaintiff and the other class members who were
17 scheduled to work for a period of more than five (5) hours, and who did not waive their legally-
18 mandated meal periods by mutual consent, were required to work for periods longer than five (5)
19 hours without an uninterrupted off-duty meal period of not less than thirty (30) minutes.

20 84. During the relevant time period, Plaintiff and the other class and subclass members'
21 meal periods were missed, shortened, taken late, restricted to Defendants' premises, interrupted and/or
22 otherwise noncompliant with California law, as alleged herein.

23 85. As a result, Defendants failed to relieve Plaintiff and the other class and subclass
24 members of all duties, failed to relinquish control over Plaintiff and the other class and subclass
25 members' activities, failed to permit Plaintiff and the other class and subclass members a reasonable
26 opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted
27 meal periods no later than the end of their fifth hour of work for shifts lasting more than five (5) hours,
28

1 and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of
2 work for shifts lasting more than ten (10) hours.

3 86. During the relevant time period, Defendants intentionally and willfully required
4 Plaintiff and the other class and subclass members to work during meal periods and failed to
5 compensate Plaintiff and the other class and subclass members the full meal period premium for work
6 performed during meal periods.

7 87. During the relevant time period, Defendants failed to pay Plaintiff and the other class
8 and subclass members their proper and full meal period premiums due pursuant to California Labor
9 Code § 226.7.

10 88. Defendants' conduct violates applicable IWC Wage Order and California Labor Code
11 §§ 226.7 and 512.

12 89. Pursuant to applicable IWC Wage Order, California Labor Code §§ 218.6, 226.7(c),
13 and 512, and California Civil Code § 3287, Plaintiff and the other class and subclass members are
14 entitled to recover from Defendants one additional hour of pay at the employee's regular rate of
15 compensation for each work day that the meal or rest period is not provided, as well as interest,
16 penalties, expenses, and costs of suit.

17 90. Pursuant to California Labor Code §§ 218.5 and 218.6, Plaintiff and the other class and
18 subclass members are also entitled to recover attorney's fees and costs.

19 **THIRD CAUSE OF ACTION**

20 **Violation of California Labor Code § 226.7**

21 *(Against all Defendants)*

22 91. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
23 forth herein.

24 92. At all times herein set forth, the applicable IWC Wage Order and California Labor
25 Code § 226.7 were applicable to Plaintiff's and the other class and subclass members' employment
26 by Defendants.

1 93. At all relevant times, California Labor Code § 226.7 provides that no employer shall
2 require an employee to work during any rest period mandated by an applicable order of the California
3 IWC.

4 94. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer
5 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
6 the middle of each work period” and that the “rest period time shall be based on the total hours worked
7 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless
8 the total daily work time is less than three and one-half (3 ½) hours.

9 95. During the relevant time period, Defendants required Plaintiff and other class and
10 subclass members to work three and one-half (3½) or more hours without authorizing or permitting
11 an off-duty, net ten (10) minute rest period per each four (4) hour period, or major fraction thereof,
12 worked.

13 96. During the relevant time period, Plaintiff and the other class and subclass members’
14 rest periods were missed, shortened, late, interrupted, improperly restricted to Defendants’ premises
15 and/or otherwise noncompliant with California law as alleged herein. Defendants failed to authorize
16 or permit Plaintiffs and the other class and subclass members or failed to relinquish control over
17 Plaintiff and the other class and subclass members’ activities in order to take full, uninterrupted, off-
18 duty, or otherwise compliant rest periods for every shift lasting three and one-half (3½) to six (6)
19 hours and/or two full, uninterrupted, off-duty, or otherwise compliant rest periods for every shift
20 lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide
21 such rest breaks in the middle of each work period.

22 97. During the relevant time period, Defendants willfully failed to provide Plaintiff and
23 the other class and subclass members with legally compliant rest periods and failed to pay Plaintiff
24 and the other class and subclass members their proper and full rest period premium due pursuant to
25 California Labor Code § 226.7.

26 98. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code
27 § 226.7.
28

99. Pursuant to the applicable IWC Wage Orders and California Labor Code §§ 218.6 and 226.7(c), and California Civil Code § 3287, Plaintiffs and the other class and subclass members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided, as well as interest, penalties, expenses, and costs of suit.

100. Pursuant to California Labor Code §§ 218.5 and 218.6, Plaintiff and the other class and subclass members are also entitled to recover attorney's fees and costs.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, and 1197.1

(Against all Defendants)

101. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

102. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

103. At all relevant times, California Labor Code §§ 1194, 1197, 1197.1, and 1182.12 provided the minimum wage to be paid to employees, and that payment of a lesser wage than the minimum so fixed is unlawful.

104. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than hours set by the IWC or under conditions prohibited by the IWC Wage Order(s). Pursuant to Labor Code §§ 1194(a) and 1194.2(a), an employee who has not been paid the legal minimum wage may recover the unpaid balance, together with attorneys' fees and costs of suit, as well as liquidated damages.

105. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class and subclass members as required, pursuant to California Labor Code §§ 1182.12, 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for time Plaintiff and the other class and subclass members worked off the clock, as alleged herein.

106. Defendants' failure to pay Plaintiff and the other class and subclass members the minimum wage as required violates California Labor Code, including §§ 204, 210, 216, 558, 1182.12,

1 1194, 1194.2, 1197, 1197.1, 1198, and the applicable Wage Order(s). Pursuant to those sections,
2 Plaintiff and the other class and subclass members are entitled to recover the unpaid balance of their
3 minimum wage compensation as well as interest, costs (including statutory costs), penalties,
4 attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and
5 interest thereon.

6 107. Pursuant to California Labor Code § 1197.1, Plaintiff and the other class and subclass
7 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee
8 minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

9 108. Pursuant to California Labor Code § 1194.2, Plaintiff and the other class and subclass
10 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
11 unpaid and interest thereon.

12 109. Plaintiff and the other class and subclass members are also entitled to seek recovery of
13 attorney's fees and costs pursuant to California Labor Code §§ 218.5 and 218.6.

14 **FIFTH CAUSE OF ACTION**

15 **Violation of California Labor Code – Failure to Timely Pay Wages**

16 *(Against all Defendants)*

17 110. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
18 forth herein.

19 111. The California Labor Code provides various time limits by when an employer must
20 pay its employees all wages due and owing to them.

21 112. For example, Labor Code § 204 requires that earned wages are due and payable twice
22 in each calendar month. Accordingly, wages required by Labor Code §§ 226.7, 510, 1194, 346, 351,
23 and other sections identified herein (and in the applicable Wage Orders) became due and payable to
24 each employee twice in each month that he or she earned such wages, including for overtime and
25 minimum wages, and meal/rest period premiums, and sick pay. Defendants violated Labor Code §
26 204 by systematically refusing to timely pay such wages when due during Plaintiff's and the class and
27 subclass members' employment.
28

113. Labor Code § 210(a) provides that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalt[ies].”

114. As a result of the unlawful acts of Defendants, Plaintiff and other class and subclass members have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys’ fees, and costs, including pursuant to Labor Code §§ 210, 218.5, 218.6, 510, and 1194.

115. Plaintiff and the other class and subclass members are also entitled to seek recovery of attorney’s fees and costs pursuant to California Labor Code §§ 218.5 and 218.6.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 226 and 1174

(Against all Defendants)

116. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

117. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

1 118. Defendants have intentionally and willfully failed to provide Plaintiff and the other
2 class and subclass members with complete and accurate wage statements. The deficiencies include
3 the requirements listed in Section 226 *et al.* By way of examples only, Defendants' wage statements
4 failed to include regular time and overtime spent by Plaintiff and the members of the class or
5 subclasses performing off-the-clock work, all wages earned/owed for such time, all meal and/or rest
6 period premiums owed, the proper rate of pay for all hours worked, meal/rest period premiums and/or
7 sick pay wages/sick leave accrual, and the proper gross and net wages earned (including at the correct
8 rates). Defendants had the information necessary to provide wage statements that accurately reflected
9 the above information, yet failed to do so on a systematic basis and instead provided legally
10 noncompliant wage statements.

11 119. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and
12 the other class and subclass members have suffered injury and damage to their statutorily-protected
13 rights. Because Plaintiff and the other putative class and subclass members' wage statements did not
14 reflect, among other things, the accurate number of hours worked, Plaintiff and the putative class and
15 subclass members were unable to determine the total amount of regular and overtime hours they
16 worked, were unable to determine the total amount of compensation they were owed, and were unable
17 to verify they were paid the proper amounts. In order to determine how much Plaintiff and the other
18 putative class and subclass members should have been paid, Plaintiff and the other putative class and
19 subclass members would have had to engage in discovery and mathematical computations in order to
20 reconstruct the missing information. Thus, Plaintiff and the other class and subclass members have
21 been injured by Defendants' intentional and knowing violation of California Labor Code § 226(a).

22 120. The applicable IWC Wage Order(s), Cal. Labor Code §§ 226, 1174, and 1174.5 also
23 require Defendants to maintain and preserve, among other items, complete and accurate employment
24 records (including showing the names and addresses of all employees employed, start and end of
25 shifts, time records (including when the employee begins and ends each work period), payroll records,
26 employee schedules, meal periods, split shift intervals, total daily hours worked, total hours worked
27 in the payroll period, applicable rates of pay, and wages paid). Defendants have knowingly and
28 intentionally failed to comply with the Wage Order(s), and California Labor Code § 1174 relating to

1 Plaintiff and the other class and subclass members, including by implementing policies and
2 procedures and committing the violations alleged herein. Defendants' failure to comply with these
3 laws is also an unfair business activity, including pursuant to Labor Code § 1175.

4 121. Plaintiff and the other class and subclass members are entitled to recover from
5 Defendants their actual damages caused by Defendants' failure to comply with California Labor Code
6 § 226(a), and/or any associated penalties or liquidated damages.

7 122. Plaintiff and the other class and subclass members are also entitled to damages and
8 statutory penalties pursuant to California Labor Code §§ 226 and 1174.5, and civil penalties pursuant
9 to Labor Code § 226.3, and other applicable provisions.

10 123. Plaintiff and the other class and subclass members are also entitled to attorney's fees
11 and costs pursuant to California Labor Code § 226(e).

12 124. Plaintiff and the other class and subclass members are also entitled to injunctive relief,
13 as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to
14 California Labor Code § 226(h).

15 **SEVENTH CAUSE OF ACTION**

16 **Violation of California Labor Code §§ 2800 and 2802**

17 *(Against all Defendants)*

18 125. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
19 forth herein.

20 126. Pursuant to California Labor Code §§ 2800 and 2802, an employer must reimburse its
21 employee for all necessary expenditures incurred by the employee in direct consequence of the
22 discharge of his or her job duties or in direct consequence of his or her obedience to the directions of
23 the employer.

24 127. Plaintiff and the other class and subclass members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to,
26 purchasing, cleaning and/or maintaining work uniforms on behalf of and for the benefit of Defendants,
27 amounts incurred in complying with Defendants' dress code, and costs related to using personal cell
28 phones for business-related purposes.

128. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class and subclass members for all necessary business-related expenses and costs.

129. Plaintiff and the other class and subclass members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

130. Plaintiff and the other class and subclass members are also entitled to attorney's fees, expenses, costs of suit, and interest pursuant to California Labor Code § 2802.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code §§ 233 and 246 (Sick Pay Violations)

(Against all Defendants)

131. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

132. Cal. Lab. Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee’s then current rate of entitlement. Cal. Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Cal. Lab. Code § 246.5 (and provides notice of the amount of paid sick leave available). Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i) “Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek,” or (ii) “Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” Under Cal. Lab. Code §§ 218 and 233, employees may sue to recover unpaid or underpaid sick pay wages as damages. A violation of these requirements is actionable pursuant to the California Unfair Competition Law, Cal. Bus. & Prof. Code 17200 *et seq.*

133. As a matter of policy and practice, Defendants did not provide proper notice of accrued sick leave to Plaintiff and other class and subclass members, and Plaintiff and the other class and subclass members did not properly receive sick leave/pay, including at the appropriate rate. As a result, Defendants either did not provide notice of, did not pay, and/or underpaid sick pay wages to Plaintiff and the class and subclass members.

134. Cal. Lab. Code § 204 provides that wages generally are due and payable twice during each calendar month and are to be paid no later than the payday for the next regular payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next regular payroll period after accrued sick leave is used as paid sick time. Likewise, Cal. Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely payments during employment. Under Cal. Lab. Code §§ 210 and 218, employees may sue to recover applicable penalties. As alleged herein and as a matter of policy and practice, Defendants routinely did not pay or underpay sick pay wages in violation of Labor Code §§ 233 and 246. Moreover, as alleged above, this non-payment and/or underpayment also violates Section 210, among other Labor Code provisions, because Defendants fail to timely pay all such wages when owed both during employment.

135. Plaintiff is informed and believes that Defendants knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations, especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007). Because Defendants willfully fail to timely pay Plaintiff and the class and subclass members all sick pay wages due, Defendants are subject to applicable penalties.

136. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the other class and subclass members to underpaid sick pay wages, including interest thereon, applicable penalties, attorney's fees, and costs of suit.

NINTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200 *et seq.*

(Against all Defendants)

137. Plaintiff incorporates herein by this reference all paragraphs above as though fully set forth herein.

138. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

139. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice.

140. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, fraudulent, and harmful to Plaintiff, other class and subclass members, to the general public, and to Defendants’ competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

141. Defendants’ activities as alleged herein are violations of California law, and constitute unlawful, unfair, or fraudulent business acts or practices in violation of California Business & Professions Code §§ 17200, *et seq.* Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

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

142. By the conduct alleged herein, Defendants have engaged and continue to engage in business practices which violate California law, including but not limited to, the applicable IWC Wage Order(s), the California Code of Regulations and the California Labor Code, including, but not limited to, §§ 98.1, 204, 210, 216, 218.5, 218.6, 221, 223-224, 225.5, 226, 226.3, 226.7, 233, 245-247, 249, 510, 512, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, for which this Court should issue declaratory, injunctive, and other equitable relief pursuant to Cal.

1 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
2 unfair competition, including restitution of wages wrongfully withheld.

3 143. By the conduct alleged herein, Defendants' practices were unlawful, unfair, deceptive,
4 and fraudulent in that these practices violate public policy, were immoral, unethical, oppressive,
5 unscrupulous or substantially injurious to employees, and were without valid justification or utility
6 for which this Court should issue equitable and injunctive relief pursuant to Section 17203 of the
7 California Business & Professions Code, including restitution of wages and compensation wrongfully
8 withheld.

9 144. By the conduct alleged herein, Defendants' practices were deceptive and fraudulent in
10 that Defendants' policy and practice failed to provide the legally mandated meal and rest periods, the
11 required amount of compensation for missed meal and rest periods and overtime, overtime, minimum,
12 and sick wages owed, failed to timely pay wages, and failed to reimburse all necessary business
13 expenses incurred, and failed to provide overtime wages due for overtime worked as a result of failing
14 to include non-discretionary incentive compensation into their regular rates of pay for purposes of
15 computing the proper overtime pay due to business practices that cannot be justified, pursuant to the
16 applicable Cal. Lab. Code, and IWC requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*,
17 and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof.
18 Code § 17203, including restitution of wages wrongfully withheld.

19 145. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
20 deceptive in that Defendants' employment practices caused Plaintiff and the other class and subclass
21 members to be underpaid.

22 146. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
23 deceptive in that Defendants' policies, practices and procedures failed to provide all legally required
24 meal/rest breaks to Plaintiff and other class and subclass members as required by Cal. Lab. Code §§
25 226.7 and 512, and the applicable IWC Wage Orders.

26 147. By the conduct alleged herein, Defendants' practices were also unlawful, unfair and
27 deceptive in that Defendants' policies, practices and procedures gave an illegal competitive advantage
28

1 to Defendants by forcing Plaintiff and other class and subclass members to enter into unlawful non-
2 compete/non-solicitation agreements.

3 148. Plaintiff and the other class and subclass members have been personally injured by
4 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
5 limited to the loss of money and/or property.

6 149. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
7 the other class and subclass members are entitled to restitution of the wages withheld and retained by
8 Defendants during the class period; an award of attorneys' fees pursuant to California Code of Civil
9 Procedure § 1021.5 and other applicable laws; and an award of costs.

10 150. Plaintiffs and the other class and subclass members are further entitled to, and do, seek
11 a declaration that the described business practices are unlawful, unfair and deceptive, and that
12 injunctive relief should be issued restraining Defendants from engaging in any unlawful and unfair
13 business practices in the future.

14 151. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
15 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
16 withholdings.

17 **TENTH CAUSE OF ACTION**

18 **Against all Defendants for Civil Penalties under the Private Attorneys General Act of**
19 **2004, Cal. Lab. Code §§ 2698 et seq.**

20 152. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
21 forth herein.

22 153. At all times herein mentioned, Defendants were subject to the California Labor Code
23 and the applicable IWC Wage Orders.

24 154. California Labor Code § 2699(a) specifically provides for a private right of action to
25 recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any
26 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
27 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
28 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action

1 brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Section 2699.3.”

3 155. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
4 the following “aggrieved employees” pursuant to PAGA, codified as Labor Code § 2698 *et seq.*:

5 All current and former employees who worked for Defendants in California as hourly, non-
6 exempt employees at any time from one year prior to the postmark date of the initial PAGA
7 notice through the date of trial.

8 156. Plaintiff reserves the right to amend, supplement, or add to this description of the
9 Aggrieved Employees, according to proof.

10 157. Labor Code § 2699.3 sets forth the procedure for commencing an action for civil
11 penalties under the PAGA.

12 158. Plaintiff has exhausted the administrative remedies pursuant to California Labor Code
13 § 2699.3. On December 22, 2025, Plaintiff paid the requisite PAGA filing fee and on that same date,
14 provided written notice by online filing to the LWDA and by certified mail to Defendants of the
15 specific provisions of the Labor Code that Defendants allegedly violated, including the facts and
16 theories to support the alleged violations. A true and correct copy of Plaintiff’s written PAGA notice
17 is attached hereto as omnibus Exhibit A.

18 159. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to the PAGA
19 notice from the LWDA.

20 160. Within 33 calendar days of the postmark date of the notice(s) sent by Plaintiff, neither
21 Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant
22 providing a description of any actions taken to cure the alleged violations.

23 161. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
24 violations, without notice of cure from Defendants or notice from the LWDA of its intent to
25 investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff
26 exhausted all prerequisites and commenced this civil action under Labor Code §§ 2699 *et seq*

27 162. As alleged above, Defendants committed the following violations and are liable for all
28 corresponding civil penalties:

- 1 a. *Unpaid Hours Worked/Minimum Wage*. Violation of Labor Code §§ 1194, 1197,
2 1197.1, 1198; IWC Wage Orders.
- 3 b. *Unpaid Overtime*. Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
4 Orders.
- 5 c. *Lack of Notice/Improper Pay for Sick Time/Leave*. Violation of Labor Code §§
6 233 and 245 through 249.
- 7 d. *Unpaid Meal Period Premium Wages*. Violation of Labor Code §§ 226.7, 512,
8 516, 1198; IWC Wage Orders.
- 9 e. *Unpaid Rest Period Premium Wages*. Violation of Labor Code §§ 226.7, 516,
10 1198; IWC Wage Orders.
- 11 f. *Untimely Payment of Wages During Employment*. Violation of Labor Code §§
12 204, 204b, 210.
- 13 g. *Non-Compliant Wage Statements*. Violation of Labor Code §§ 226, 226.3.
- 14 h. *Unreimbursed Employee Expenses*. Violation of Labor Code §§ 2800, 2802,
15 2804.
- 16 i. *Failure to Provide Employee Records*. Violation of Labor Code §§ 226, 1174,
17 1174.5, 1198.5; IWC Wage Orders.
- 18 j. *Failure to Maintain Accurate Records*. Violation of Labor Code §§ 1174; 1174.5
19 IWC Wage Orders.

20 163. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations
21 alleged in this complaint and the PAGA notice (including amendments thereto) against Defendants
22 pursuant to Labor Code §§ 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the
23 extent permitted by law, including under Labor Code § 2699(k).

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff, individually, on behalf of all others similarly situated, and on behalf
26 of the State of California and other allegedly aggrieved employees pursuant to the PAGA, prays for
27 relief and judgment against Defendants, jointly and severally, as follows:

28 **Class Certification**

1 1. That this action be certified as a class action with respect to the First through Ninth
2 causes of action;

3 2. That Plaintiff be appointed as the representative of the class and subclasses; and

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

5 As to the First Cause of Action

6 4. That the Court declare, adjudge and decree that Defendants violated the applicable
7 California Labor Code sections and applicable IWC Wage Orders by willfully failing
8 to pay all overtime wages due to Plaintiff and the other class and subclass members;

9 5. For general unpaid wages at overtime wage rates and such general and special damages
10 as may be appropriate;

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

13 7. For reasonable attorneys' fees, costs of suit, and interest incurred; and

14 8. For such other and further relief as the Court may deem just and proper.

15 As to the Second Cause of Action

16 9. That the Court declare, adjudge and decree that Defendants violated the applicable
17 California Labor Code sections and applicable IWC Wage Orders by willfully failing
18 to provide all meal periods, or compensation in lieu thereof, to Plaintiff and the other
19 class and subclass members;

20 10. That the Court make an award to Plaintiff and the other class and subclass members of
21 one (1) hour of pay at each employee's regular rate of compensation for each workday
22 that a meal period was not provided;

23 11. For all actual, consequential, and incidental losses and damages, according to proof;

24 12. For premium wages pursuant to California Labor Code § 226.7(c);

25 13. For pre-judgment interest on any unpaid wages from the date such amounts were due;

26 14. For reasonable attorneys' fees, costs of suit, and interest incurred; and

27 15. For such other and further relief as the Court may deem just and proper.

28 As to the Third Cause of Action

- 1 16. That the Court declare, adjudge and decree that Defendants violated the applicable
2 California Labor Code sections and applicable IWC Wage Orders by willfully failing
3 to provide all rest periods, or compensation in lieu thereof, to Plaintiff and the other
4 class and subclass members;
- 5 17. That the Court make an award to Plaintiff and the other class and subclass members of
6 one (1) hour of pay at each employee's regular rate of compensation for each workday
7 that a rest period was not provided;
- 8 18. For all actual, consequential, and incidental losses and damages, according to proof;
- 9 19. For premium wages pursuant to California Labor Code § 226.7(c);
- 10 20. For pre-judgment interest on any unpaid wages from the date such amounts were due;
- 11 21. For reasonable attorneys' fees, costs of suit, and interest incurred; and
- 12 22. For such other and further relief as the Court may deem just and proper.

13 As to the Fourth Cause of Action

- 14 23. That the Court declare, adjudge and decree that Defendants violated the applicable
15 California Labor Code sections by willfully failing to pay minimum wages to Plaintiff
16 and the other class and subclass members;
- 17 24. For general unpaid wages and such general and special damages as may be appropriate;
- 18 25. For statutory wage penalties pursuant to California Labor Code § 1197.1 for Plaintiff
19 and the other class and subclass members in the amount as may be established
20 according to proof at trial;
- 21 26. For pre-judgment interest on any unpaid compensation from the date such amounts
22 were due;
- 23 27. For reasonable attorneys' fees, costs of suit, and interest incurred;
- 24 28. For liquidated damages pursuant to California Labor Code § 1194.2; and
- 25 29. For such other and further relief as the Court may deem just and proper.

26 As to the Fifth Cause of Action

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- 1 30. That the Court declare, adjudge and decree that Defendants violated the applicable
2 California Labor Code sections by willfully failing to pay all compensation owed
3 during employment to Plaintiff and the other class and subclass members;
4 31. For general unpaid wages and such general and special damages as may be appropriate;
5 32. For all actual, consequential, and incidental losses and damages, according to proof;
6 33. For pre-judgment interest on any unpaid compensation from the date such amounts
7 were due;
8 34. For reasonable attorneys' fees, costs of suit, and interest incurred; and
9 35. For such other and further relief as the Court may deem just and proper.

10 As to the Sixth Cause of Action

- 11 36. That the Court declare, adjudge and decree that Defendants violated the record keeping
12 provisions of the applicable California Labor Code sections, including sections 226(a)
13 and 1174, and the applicable IWC Wage Orders as to Plaintiff and the other class and
14 subclass members, and willfully failed to provide accurate itemized wage statements
15 thereto and failed to maintain appropriate records;
16 37. For actual, consequential and incidental losses and damages, according to proof;
17 38. For statutory penalties pursuant to California Labor Code § 226(e);
18 39. For injunctive relief to ensure compliance with this section, including pursuant to
19 California Labor Code § 226(h); and
20 40. For such other and further relief as the Court may deem just and proper.

21 As to the Seventh Cause of Action

- 22 41. That the Court declare, adjudge and decree that Defendants violated California Labor
23 Code §§ 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class
24 and subclass members for all necessary business-related expenses as required by
25 California Labor Code §§ 2800 and 2802;
26 42. For actual, consequential and incidental losses and damages, according to proof;
27 43. For the imposition of civil penalties and/or statutory penalties;
28 44. For reasonable attorneys' fees, costs of suit, and interest incurred herein; and

45. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated the applicable California Labor Code sections by willfully failing to provide proper notice and/or pay all sick pay wages;

47. Compensatory damages, according to proof at trial, including compensatory damages due to Plaintiff and the class and subclass members;

48. For actual, consequential and incidental losses and damages, according to proof;

49. For general unpaid wages and such general and special damages as may be appropriate;

50. For reasonable attorneys' fees, costs of suit, and interest incurred herein; and

51. Such other and further relief as the Court deems just and equitable.

As to the Ninth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, *et seq.* for the reasons identified herein.

53. For restitution to Plaintiff and all the other class and subclass members and all pre-judgment interest from the day such amounts were due and payable;

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

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

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

57. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

58. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum wages,

overtime wages, and premium wages), failing to provide compliant meal periods or compensation in lieu thereof, failing to provide compliant rest periods or compensation in lieu thereof, failing to maintain accurate records, failing to provide sick notice/leave, failing to reimburse business expenses, and failing to furnish accurate wage statements;

59. An award of civil penalties available under PAGA;

60. Pre-judgment and post-judgment interest at the maximum rate allowed;

61. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, associated with the PAGA claims;

62. Injunctive and declaratory relief to the extent allowed by PAGA; and

63. Such other and further relief that the Court deems proper

As to all Causes of Action

64. For any additional relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other employees similarly situated, demands a trial by jury as to all causes of action triable by jury.

Date: April 14, 2026

KV LAW, P.C.

/s/ Kristapor Vartanian

By: _____

Kristapor Vartanian

Attorney for Plaintiff

EXHIBIT A

KV LAW, P.C.

KRISTAPOR VARTANIAN
DIRECT DIAL: (213) 799-3734
E-MAIL: kvartanian@kvlawpc.com

December 22, 2025

VIA CERTIFIED MAIL

Lincoln Villa Corp.
Attn: Olive Manalastas or Human Resources
24647 Mohr Drive
Hayward, California 94545

VIA ONLINE SUBMISSION

California Labor & Workforce Development
Agency ("LWDA")
(<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

Re: NOTICE PURSUANT TO LABOR CODE §§ 2698, *et seq.*

To Whom It May Concern:

Our office has been retained to represent plaintiff Brenda Garcia ("Plaintiff") and the Aggrieved Employees (defined below) against Lincoln Villa Corp. (the "Company" or "Defendant") for violations of California wage-and-hour laws.

PLEASE TAKE NOTICE that Plaintiff, individually and on behalf of the Aggrieved Employees, gives notice to commence and/or amend a civil action pursuant to California Labor Code §§ 2698, *et seq.*

"Aggrieved Employees" refers to all persons who are or previously were employed by Defendant in California as an hourly, non-exempt employee during the time period of December 22, 2024 until a date as determined by the Court. Plaintiff was/is employed by Defendant in California from approximately September 2023 to the present as a non-exempt employee. Plaintiff contends that Defendant unlawfully failed (and fails) to pay all wages due (including at the correct rate) -- including minimum wages, overtime wages, premium wages, and sick pay wages; failed (and fails) to provide uninterrupted and compliant meal periods; failed (and fails) to provide uninterrupted and compliant rest periods; failed (and fails) to indemnify necessary business expenses; failed (and fails) to furnish accurate itemized wage statements; failed (and fails) to keep accurate records; and failed (and fails) to provide proper sick notice. This conduct, as well as the conduct alleged in the incorporated complaint, violates California Labor Code §§ 200-204, 204b, 210, 226, 226.3, 226.7, 233, 245-249, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and the applicable Industrial Welfare Commission Wage Order(s), and are therefore actionable under California Labor Code § 2699.3.

A copy of the complaint by Plaintiff against the Company, which (i) identifies the alleged violations; (ii) details the facts and theories which support the alleged violations; (iii) sets forth the people/entities, violations, events, actions, and the like to the extent known to Plaintiff; and (iv) sets forth the Company's illegal practices, is attached hereto. This information provides notice to the LWDA of the facts and theories supporting the alleged violations for the Agency's reference.

December 22, 2025

Page 2

Thus, Plaintiff hereby incorporates the allegations of the attached complaint into this Notice as if fully set forth herein.

This Notice is provided to enable Plaintiff to proceed with a civil action against the Company as authorized by California Labor Code §§ 2699 *et seq.*

Your earliest response to this Notice is greatly appreciated. If the Agency has any questions or needs any further information, please do not hesitate to contact me.

Respectfully,

KV LAW, P.C.



Kristapor Vartanian, Esq.

Enclosure

1 Kristapor Vartanian (SBN 275378)
kvartanian@kvlawpc.com
2 **KV LAW, P.C.**
11400 West Olympic Blvd. Suite 200 #2042
3 Los Angeles, CA 90064
Telephone: (213) 799-3730
4

Attorneys for Plaintiff
5 Brenda Garcia

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **COUNTY OF ALAMEDA**

8 Brenda Garcia, on behalf of the general public
and the State of California as private attorney
9 general,

10 Plaintiff,

11 vs.

12 Lincoln Villa Corp., a California corporation;
and DOES 1 through 10 inclusive;

13 Defendants.
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CASE NO.

**PRIVATE ATTORNEYS GENERAL
ACT ("PAGA") REPRESENTATIVE
ACTION COMPLAINT PURSUANT TO
LABOR CODE §§ 2698 *et seq.***

1 Plaintiff Brenda Garcia (“Plaintiff” or “Garcia”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Private
3 Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) alleges, on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. Plaintiff brings this action against Defendant Lincoln Villa Corp., and Does 1 through
8 10 (Defendants are collectively referred to as “Defendants”) for civil penalties under the PAGA
9 stemming from Defendants’ (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii)
10 failure to provide uninterrupted and compliant meal periods or compensation in lieu thereof; (iv)
11 failure to provide uninterrupted and compliant rest periods or compensation in lieu thereof; (v) failure
12 to provide proper sick leave/pay; (vi) failure to maintain accurate records; (vii) failure to timely pay
13 wages during employment; (viii) failure to indemnify necessary business expenses; and (ix) failure to
14 furnish accurate itemized wage statements.

15 2. Plaintiff is not seeking general and/or special damages, restitution or other damages
16 other than civil penalties. That is, California has enacted PAGA to permit an individual to bring an
17 action on behalf of himself and on behalf of others for PAGA penalties only, which is the precise and
18 sole nature of this action.

19 3. The “Aggrieved Employees” are all current and former employees who worked for
20 Defendants in California as hourly, non-exempt employees at any time from one year prior to the
21 postmark date of the initial PAGA notice through the date of trial.

22 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
23 Plaintiff, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State
24 of California. Plaintiff does not seek to recover anything other than penalties as permitted by
25 California Labor Code § 2699 at this time. To the extent that statutory violations are mentioned for
26 wage violations, Plaintiff does not seek underlying general and/or special damages for those
27 violations, but simply penalties as permitted by California Labor Code § 2699, declaratory relief, and
28 injunctive relief for Plaintiff and all Aggrieved Employees as permitted by the PAGA.

1 5. Defendants own/owned and/or operate/operated an industry, business, and
2 establishment within the State of California, including Alameda County. As such, and based upon all
3 the facts and circumstances incident to Defendants' business in California, Defendants are subject to
4 the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.

5 6. Despite these requirements, throughout the statutory period, Defendants maintained a
6 systematic, company-wide policy and practice of:

- 7 a. Failing to pay employees for all hours worked, including all minimum wages and
8 overtime wages in compliance with the California Labor Code and IWC Wage
9 Orders;
- 10 b. Failing to provide employees with timely and duty-free meal periods in compliance
11 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
12 records of all meal periods taken, restricted, interrupted, or missed, and failing to
13 pay an additional hour's pay for each workday a meal period violation occurred;
- 14 c. Failing to provide employees with timely and duty-free rest periods in compliance
15 with the California Labor Code and IWC Wage Orders, and failing to pay an
16 additional hour's pay for each workday a rest period violation occurred;
- 17 d. Failing to provide employees proper sick notice or pay in compliance with the
18 California Labor Code and IWC Wage Orders;
- 19 e. Failing to indemnify employees for necessary business expenses incurred;
- 20 f. Willfully failing to pay employees all minimum wages, overtime wages, premium
21 wages, and sick pay wages due within the time period specified by California law;
- 22 g. Failing to maintain accurate records of the hours that employees worked; and
- 23 h. Failing to provide employees with accurate, itemized wage statements containing
24 all the information required by the California Labor Code and IWC Wage Orders.

25 7. On information and belief, Defendants, and each of them were on actual and
26 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
27 unlawful policies and practices. Defendants' violations, as alleged above, during all relevant times
28 herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

JURISDICTION AND VENUE

9. This Court has jurisdiction in this matter pursuant to the California Constitution, Article VI, § 10, as the causes of action are premised upon violations of California law.

10. The monetary amounts sought exceed the minimal jurisdiction limits of the Superior Court.

11. This Court has jurisdiction over Defendants because Defendants are citizens of California, employed Plaintiff and other Aggrieved Employees in Alameda County, California, have their principal place of business in Alameda County, and upon information and belief, they conduct regular and substantial business, and have substantial contacts, in California, and/or otherwise intentionally avail themselves to the California (and Alameda County) market so as to render the exercise of jurisdiction in California proper.

12. Pursuant to California Code of Civil Procedure § 395, 393(a) and/or 395.5, venue is proper in this judicial district. Alameda County is the proper venue, particularly because Defendants employed Plaintiff and other Aggrieved Employees in Alameda County, Defendants maintain offices, have agents, employ individuals and/or transact business in Alameda County, and the transactions, occurrences, breaches and/or violations that give rise to this lawsuit occurred within Alameda County.

PARTIES

13. Plaintiff is a California resident who has worked for Defendants as an employee in Alameda County, California, from approximately September 2023 to the present.

14. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l Calif., Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on whose behalf the plaintiff files suit is always the real party in interest.”).) To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting*,

1 *Inc.*, 101 Cal. App. 5th 533 (2024) and *Rodriguez v. Packers Sanitation Servs. Ltd.*, 109 Cal. App. 5th
2 69 (2025), the PAGA claim is brought exclusively as a representative action and does not include
3 arbitrable claims.

4 15. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs,
5 if necessary, in order to establish suitable representative(s) pursuant to *Hutcheson v. Superior Court*,
6 74 Cal. App. 5th 923 (2022), *La Sala v. Am. Savings and Loan Ass'n*, 5 Cal.3d 864, 872 (1971), and
7 other applicable law.

8 16. Plaintiff is informed and believes and based upon that information and belief alleges,
9 that Defendants are:

- 10 a. Business entities with their principal places of business in Alameda County,
11 California
- 12 b. Business entities conducting business in the State of California, including in
13 Alameda County.
- 14 c. The current employer(s) of Plaintiff, and the current and/or former employer(s) of
15 the Aggrieved Employees. Defendants suffered and permitted Plaintiff and the
16 Aggrieved Employees to work and/or controlled their wages, hours, or working
17 conditions.
- 18 d. At all times alleged herein, Defendants are and were the employers of Plaintiff and
19 the Aggrieved Employees.

20 17. Plaintiff does not currently know the true names or capacities of the persons or entities
21 sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
22 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
23 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set
24 forth the true names and capacities of these Defendants when they have been ascertained, together
25 with appropriate charging allegations, as may be necessary.

26 18. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each
27 of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured
28 a significant number of the Plaintiff and the Aggrieved Employees in the State of California.

19. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the Aggrieved Employees definitions herein, and exercised control over their wages, hours, working conditions, and conditions of employment. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

GENERAL ALLEGATIONS

20. Plaintiff is a California resident who worked for Defendants (jointly and severally) in Alameda County, California, during the statutory period. During the statutory period, Defendants classified Plaintiff as non-exempt from California's overtime requirements, and paid Plaintiff an hourly wage.

21. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages, overtime wages, and premium wages), failed to provide Plaintiff with uninterrupted and compliant meal periods or compensation in lieu thereof, failed to provide Plaintiff with uninterrupted and compliant rest periods or compensation in lieu thereof, failed to provide proper sick notice/leave (or sick pay), failed to maintain accurate records, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all wages to Plaintiff, and failed to furnish accurate wage statements. Plaintiff's experience working for Defendants was typical and illustrative.

22. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved Employees, to set work rules and conditions governing Plaintiff's and the Aggrieved Employees' employment, and to supervise their daily employment activities.

1 23. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
2 and the Aggrieved Employees' employment for them to be joint employers of Plaintiff and the other
3 Aggrieved Employees.

4 24. Defendants directly hired and paid wages to Plaintiff and the Aggrieved Employees.

5 25. Throughout the statutory period, Plaintiff and other Aggrieved Employees worked
6 over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with
7 Defendants, and were not paid overtime. This includes Defendants outright refusing to pay overtime
8 for hours worked over eight (8) in a day and/or forty (40) in a week.

9 26. Throughout the statutory period, Defendants maintained a policy and practice of not
10 paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime and
11 minimum wages. Throughout the statutory period, Plaintiff and the Aggrieved Employees were
12 required to work off-the-clock, and uncompensated. For example, Plaintiff and the Aggrieved
13 Employees were required to perform job duties before the start of their shifts, after their shifts, and/or
14 during their meal and rest breaks, none of which was compensated. This included engaging in job
15 duties (including assisting residents) and communicating with co-workers and management regarding
16 work). Plaintiff and the Aggrieved Employees were also forced to stand in line for a certain period
17 of time before being able to clock in.

18 27. Throughout the statutory period, Defendants failed to relieve Plaintiff and the
19 Aggrieved Employees of all duties, failed to relinquish control over Plaintiff and the Aggrieved
20 Employees' activities, failed to permit Plaintiff and the Aggrieved Employees a reasonable
21 opportunity to take, and impeded, restricted (including geographically), or discouraged them from
22 taking, thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
23 for shifts lasting at least six (6) hours. As a policy and practice, Defendants forced Plaintiff and other
24 Aggrieved Employees to work through their meal breaks, including by simply forcing them to work
25 for all or part of their breaks, as well as due to lack of coverage to take breaks and due to their rigorous
26 work schedules. Defendants' policy and practice was to not provide meal periods to Plaintiff and the
27 Aggrieved Employees in compliance with California law.

1 28. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
2 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and
3 the Aggrieved Employees' regular rate of pay when a meal period was missed, shortened, late,
4 interrupted, restricted to the premises and/or otherwise not compliant with the requirements of
5 applicable California law, and they did not receive all meal periods or payment of one additional hour
6 of pay at Plaintiff's and the Aggrieved Employees' regular rate of pay when a meal period was not
7 compliant with California law.

8 29. Throughout the statutory period, Defendants failed to provide, authorize, and permit
9 Plaintiff and the Aggrieved Employees to take full, uninterrupted, off-duty, unrestricted (including
10 geographically), and otherwise legally compliant rest periods for every shift lasting three and one-half
11 (3.5) to six (6) hours and/or two full, uninterrupted, off-duty and otherwise legally compliant rest
12 periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-duty and
13 otherwise legally compliant rest periods for every shift lasting more than ten (10) hours, and failed to
14 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work
15 period.

16 30. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
17 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the
18 other Aggrieved Employees' regular rate of pay when a rest period was missed, shortened, late,
19 interrupted, on-duty, restricted to the premises and/or otherwise not compliant with the requirements
20 of applicable California law, and they did not receive all rest periods or payment of one additional
21 hour of pay at Plaintiff's and the other Aggrieved Employees' regular rate of pay when a rest period
22 was not compliant with California law. In fact, as a policy and practice, Defendants forced Plaintiff
23 and the other Aggrieved Employees to work through their rest breaks. Defendants' policy and practice
24 was to not authorize and/or permit Plaintiff and the Aggrieved Employees to take rest periods in
25 compliance with California law.

26 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that Plaintiff and the Aggrieved Employees were entitled to receive at least
28 minimum wages for compensation and that they were not receiving at least minimum wages for all

1 hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective
2 payment of zero dollars per hour for hours Plaintiff and the other Aggrieved Employees worked off
3 the clock performing work duties, including (but not limited to) duties such as those described in
4 herein.

5 32. Throughout the statutory period, Defendants failed to comply with California Labor
6 Code § 246, which provides notice of the amount of paid sick leave available to Plaintiff and the
7 Aggrieved Employees. Under California law, Plaintiff and the Aggrieved Employees were entitled
8 to receive sick leave (and sick pay), which they did not properly receive (including at the appropriate
9 rate).

10 33. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
11 Aggrieved Employees with accurate, itemized wage statements in accordance with California law.
12 The deficiencies included, *inter alia*, the failure to include (i) the accurate total number of hours
13 worked; (ii) the accurate and applicable rates of pay in effect during each pay period and the
14 corresponding number of hours worked at each hourly rate; (iii) the accurate gross wages and net
15 wages earned (including correct hours worked, correct wages earned for hours worked, correct
16 overtime hours worked, correct wages for meal periods that were not provided in accordance with
17 California law, correct wages for rest periods that were not authorized or permitted in accordance with
18 California law, sick pay wages); (iv) accrued sick leave; and (v) complete and correct deductions.
19 Further, the wage statements do not show Defendants' proper name as required by California law.
20 As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
21 Employees suffered injury because, among other things:

- 22 a. the violations led them to believe that they were not entitled to be paid minimum
23 wages, overtime wages, meal period premium wages, and rest period premium
24 wages to which they were entitled, even though they were entitled;
- 25 b. the violations led them to believe that they had been paid the minimum, overtime,
26 meal period premium, and rest period premium wages, even though they had not
27 been;

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

23 34. Defendants also failed to keep complete and accurate employment and payroll records
24 for Plaintiff and the Aggrieved Employees in accordance with California law, including Cal. Lab.
25 Code §§ 226(a), 1174(d), and the IWC Wage Orders.

26 35. During the statutory period, Defendants did not reimburse Plaintiff and the Aggrieved
27 Employees for necessary business-related expenses, including (without limitation), the purchase and
28 maintenance (including laundering) of various uniform items (including but not limited to scrub tops

1 and bottoms), expenses related to complying with Defendants' dress code, and personal cell phone
2 expenses (which were used for work purposes).

3 36. Defendants knew or should have known that they had a duty to compensate and
4 reimburse Plaintiff and the Aggrieved Employees pursuant to California law, and that Defendants had
5 the financial ability to pay such compensation and reimbursement, but willfully, knowingly, and
6 intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved Employees that
7 they were properly paid all wages and reimbursements, all in order to increase Defendants' profits.

8 37. All of the conduct and violations alleged herein occurred during the statutory period.

9 38. Defendants knew or should have known that Plaintiff and the Aggrieved Employees
10 were entitled to receive certain wages and that they were not receiving accurate compensation for all
11 hours worked. In fact, Plaintiff these issues with Defendants on multiple occasions, to no avail.

12 39. As a result of the above facts, during the relevant time period, Defendants were and
13 continue to be in violation of the California Labor Code, including §§ 204, 204b, 210, 226, 226.3,
14 226.7, 233, 245-249, 510, 512, 516, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 2800,
15 2802, and 2804 and the applicable IWC Wage Orders related to these claims arising under the
16 California Labor Code.

17 **FIRST CAUSE OF ACTION**

18 **(Against all Defendants for Civil Penalties under PAGA)**

19 40. Plaintiff incorporates herein by this reference all paragraphs above as though fully set
20 forth herein

21 41. At all times herein mentioned, Defendants were subject to the California Labor Code
22 and the applicable IWC Wage Orders.

23 42. California Labor Code § 2699(a) specifically provides for a private right of action to
24 recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any
25 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
26 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
27 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
28

1 brought by an aggrieved employee on behalf of himself or herself and other current or former
2 employees pursuant to the procedures specified in Section 2699.3.”

3 43. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
4 the following “aggrieved employees” pursuant to PAGA, codified as Labor Code § 2698 *et seq.*:

5 All current and former employees who worked for Defendants in California as hourly, non-
6 exempt employees at any time from one year prior to the postmark date of the initial PAGA
7 notice through the date of trial.

8 44. Plaintiff reserves the right to amend, supplement, or add to this description of the
9 Aggrieved Employees, according to proof.

10 45. Labor Code § 2699.3 sets forth the procedure for commencing an action for civil
11 penalties under the PAGA.

12 46. As alleged, Defendants committed the following violations and are liable for all
13 corresponding civil penalties:

- 14 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197,
15 1197.1, 1198; IWC Wage Orders.
- 16 b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
17 Orders.
- 18 c. ***Lack of Notice/Improper Pay for Sick Time/Leave.*** Violation of Labor Code §§
19 233 and 245 through 249.
- 20 d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
21 516, 1198; IWC Wage Orders.
- 22 e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516,
23 1198; IWC Wage Orders.
- 24 f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§
25 204, 204b, 210.
- 26 g. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- 27 h. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2800, 2802,
28 2804.

1 i. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 1174,
2 1174.5, 1198.5; IWC Wage Orders.

3 j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code §§ 1174; 1174.5
4 IWC Wage Orders.

5 47. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations
6 alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants
7 pursuant to Labor Code §§ 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the
8 extent permitted by law, including under Labor Code § 2699(k).

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for relief
11 and judgment against Defendants, jointly and severally, as follows:

- 12 1. That the Court declare, adjudge and decree that Defendants violated the California Labor
13 Code by failing to pay wages for all hours worked (including minimum wages, overtime
14 wages, and premium wages), failing to provide compliant meal periods or compensation
15 in lieu thereof, failing to provide compliant rest periods or compensation in lieu thereof,
16 failing to maintain accurate records, failing to provide sick notice/leave, failing to
17 reimburse business expenses, and failing to furnish accurate wage statements;
- 18 2. An award of civil penalties available under PAGA;
- 19 3. Pre-judgment and post-judgment interest at the maximum rate allowed;
- 20 4. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
21 permitted by law, associated with the PAGA claims;
- 22 5. Injunctive and declaratory relief to the extent allowed by PAGA; and
- 23 6. Such other and further relief that the Court deems proper.
- 24

25 Date: December __, 2025

KV LAW, P.C.

26 /s/ Kristapor Vartanian

27 By: _____

Kristapor Vartanian

28 *Attorney for Plaintiff*