



January 28, 2026

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

CAFENATED COFFEE COMPANY
1705 Manzanita Dr
Oakland, CA 94611

Sent Via Certified Mail & Return Receipt

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

Dear Sir or Madam,

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

Plaintiff was employed by Defendant in California from July 2025 to September 2025. Plaintiff was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during her employment, Defendant failed to, among other things, provide Plaintiff, and all those similarly situated, with all legally mandated off-duty meal and rest periods.

Consequently, Plaintiff contends that Defendant failed to fully compensate her and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendant’s conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

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

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

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

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

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

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

Very truly yours,

SELIGSON LAW P.C.

A handwritten signature in cursive script that reads "Kenneth Seligson".

Kenneth Seligson

Enclosure (1)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

MILA MATOS, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

CAFENATED COFFEE COMPANY, a
California stock corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

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

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9) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 ET SEQ]

DEMAND FOR A JURY TRIAL

6 PLAINTIFF MILA MATOS (“PLAINTIFF”), individually, on behalf of herself and all
7 other similarly situated current and former employees, allege on information and belief, except for
8 their own acts and knowledge which are based on personal knowledge, the following:

9 **PRELIMINARY ALLEGATIONS**

10 1. Defendant CAFENATED COFFEE COMPANY (“DEFENDANT”) is a California
11 corporation that at all relevant times mentioned herein conducted and continues to conduct
12 substantial and regular business throughout California.

13 2. DEFENDANT owns and operates coffee retail businesses in California, including
14 in the County of Alameda where PLAINTIFF worked.

15 3. PLAINTIFF was employed by DEFENDANT in California from July 2025 to
16 September 2025 as a non-exempt, hourly employee entitled to legally required meal and rest periods
17 and payment of all minimum and overtime wages.

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

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

27 6. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
28 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the

1 CLASS PERIOD caused by DEFENDANT'S uniform policy and practice which failed to lawfully
2 compensate these employees. DEFENDANT'S uniform policy and practice alleged herein was an
3 unlawful, unfair, and deceptive business practice whereby DEFENDANT retained and continues
4 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.
5 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining
6 such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the other
7 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT'S
8 past and current unlawful conduct, and all other appropriate legal and equitable relief.

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

18 8. The agents, servants and/or employees of DEFENDANT and each of them acting
19 on behalf of DEFENDANT acted within the course and scope of his, her or its authority as the
20 agent, servant and/or employee of DEFENDANT, and personally participated in the conduct
21 alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
22 Consequently, the acts of each DEFENDANT are legally attributable to the other DEFENDANTS,
23 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
24 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
25 DEFENDANT'S agents, servants and/or employees.

26 9. DEFENDANT was PLAINTIFF'S employer or persons acting on behalf of
27 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated
28 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any

1 provision regulating hours and days of work in any order of the Industrial Welfare Commission
2 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
3 Section 558, at all relevant times.

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

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

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

16 **JURISDICTION AND VENUE**

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

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

25 **THE CONDUCT**

26 15. In violation of the applicable sections of the California Labor Code and the
27 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
28 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically

1 failed to provide legally compliant meal and rest periods, failed to accurately compensate
2 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
3 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
4 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-
5 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS
6 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members
7 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay
8 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular
9 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS
10 for business expenses, and failed to issue to PLAINTIFF and the other members of the
11 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
12 applicable hourly rates in effect during the pay periods and the corresponding amount of time
13 worked at each hourly rate. DEFENDANT’S uniform policies and practices are intended to
14 purposefully avoid the accurate and full payment for all time worked as required by California law
15 which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who
16 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
17 CLASS against DEFENDANT, the CLASS PERIOD should be adjusted accordingly.

18 **A. Meal Period Violations**

19 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
20 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,
21 meaning the time during which an employee is subject to the control of an employer, including all
22 the time the employee is suffered or permitted to work. From time to time during the CLASS
23 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS members to work
24 without paying them for all the time they were under DEFENDANT’S control. Specifically,
25 DEFENDANT’S meal break policy prohibited PLAINTIFF from receiving a meal break for shifts
26 that were less than seven (7) hours. As a result, PLAINTIFF and other CALIFORNIA CLASS
27 members forfeited minimum wage and overtime compensation by regularly working without their
28 time being accurately recorded and without compensation at the applicable minimum wage and

1 overtime rates. DEFENDANT’S uniform policy and practice not to pay PLAINTIFF and other
2 CALIFORNIA CLASS members for all time worked is evidenced by DEFENDANT’S business
3 records.

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

21 **B. Rest Period Violations**

22 18. From time to time during the CLASS PERIOD, PLAINTIFF and other
23 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
24 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
25 DEFENDANT’S inadequate staffing. Further, for the same reasons, these employees were denied
26 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
27 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
28 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest

1 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
2 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
3 members were, from time to time, required to remain on premises, on duty and/or on call.
4 PLAINTIFF and other CALIFORNIA CLASS members were only allowed to take one (1) rest
5 break for shifts longer than seven (7) hours. PLAINTIFF and other CALIFORNIA CLASS
6 members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous
7 work schedules and DEFENDANT'S inadequate staffing, PLAINTIFF and other CALIFORNIA
8 CLASS members were from time to time denied their proper rest periods by DEFENDANT and
9 DEFENDANT'S managers.

10 **C. Unreimbursed Business Expenses**

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

22 20. In the course of their employment, DEFENDANT required PLAINTIFF and other
23 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
24 phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
25 CALIFORNIA CLASS members were required to use their personal cell phones to perform work-
26 related tasks, including responding to management communications and clocking in and out of
27 shifts. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other
28 CALIFORNIA CLASS members for the use of their personal cell phones. As a result, in the course

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

5 **D. Wage Statement Violations**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 **G. Timekeeping Manipulation**

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

11 38. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
12 time to time, forfeited time worked by working without their time being accurately recorded and
13 without compensation at the applicable pay rates.

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

22 40. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
23 forfeited wages due to them for all hours worked at DEFENDANT’S direction, control and benefit
24 for the timekeeping system was inoperable. DEFENDANT’S uniform policy and practice to not
25 pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
26 accordance with applicable law is evidenced by DEFENDANT’S business records.

27 **H. Tip Pooling**

28 41. During the CALIFORNIA CLASS period, pursuant to DEFENDANT’S policies

1 and practices, PLAINTIFF and other CALIFORNIA CLASS Members were forced to forfeit
2 gratuities left for them by customers to DEFENDANT’S other employees who provided no
3 service to the customers that resulted in the gratuity, including kitchen staff members like cooks
4 and dishwashers. Instead, DEFENDANT had a policy and practice of using a portion of these
5 gratuities to pay managers, kitchen staff, other non-service employees, and employees outside
6 the “chain of service.” As a result, PLAINTIFF and CALIFORNIA CLASS Members have not
7 received the total proceeds of the gratuities to which they are entitled to under California law.

8
9 42. DEFENDANT is in the business of owning and operating a coffee shop. During
10 the CALIFORNIA CLASS PERIOD, PLAINTIFF and other CALIFORNIA CLASS Members
11 were in the “chain of service” and earned gratuities based on their service to their customers.
12 However, PLAINTIFF and CALIFORNIA CLASS Members were forced to forfeit portions of
13 their gratuities, which said gratuities were kept by DEFENDANT’S employees who were not in
14 the chain of service from which the gratuity resulted. PLAINTIFF and other CALIFORNIA
15 CLASS Members contend that any gratuities kept by DEFENDANT’S non-service employees
16 were illegal and in violation of California law because PLAINTIFF and other CALIFORNIA
17 CLASS Members provided the service and are the employees to whom the gratuity should have
18 been paid.

19 43. California Labor Code § 351 establishes the requirements for an employer
20 regarding the payment of gratuities. Specifically, gratuities are the sole property of the
21 employees. California Labor Code § 351 expressly prohibits employers and their agents from
22 collecting, taking, or receiving any portion of a gratuity. California Labor Code § 350(e) defines
23 the term “gratuity” as including any money that has been paid or given or left for an employee
24 by a patron of a business over and above the actual amount due the business for services rendered
25 or for goods, food, drink or articles sold or served to such patron. Labor Code § 353 requires
26 employers to keep accurate records of all gratuities they receive, directly or indirectly.

27 44. Although tip pooling is not expressly prohibited by the Labor Code, employers
28 who mandate tip pooling must only distribute pooled tips to employees in the “chain of service.”

1 By distributing tips to employees who were not in the “chain of service,” DEFENDANT has
2 violated and continues to violate the legal requirements for handling pooled tips.

3 **I. Violations for Untimely Payment of Wages**

4 45. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
5 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
6 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
7 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
8 rest period premium wages within the permissible time period.

9 46. Pursuant to California Labor Code Section 201, “If an employer discharges an
10 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”
11 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his
12 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
13 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
14 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS
15 members were, from time to time, not timely provided the wages earned and unpaid at the time of
16 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
17 and 202.

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

21 **J. Sick Pay Violations**

22 48. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or
23 after July 1, 2015, works in California for the same employer for 30 or more days within a year
24 from the commencement of employment is entitled to paid sick days as specified in this section.”
25 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
26 From time to time, DEFENDANT failed to have a policy or practice in place to provide
27 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
28 leave. As of January 1, 2024, DEFENDANT failed to adhere to the law in that they failed to provide

1 and allow employees to use at least 40 hours or five days of paid sick leave per year.

2 49. California Labor Code Section 246(i) requires an employer to furnish its employees
3 with written wage statements setting forth the amount of paid sick leave available. From time to
4 time, DEFENDANT violated California Labor Code Section 246 by failing to furnish PLAINTIFF
5 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
6 paid sick leave available.

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

25 **CLASS ACTION ALLEGATIONS**

26 51. PLAINTIFF bring this Class Action on behalf of PLAINTIFF, and a California class
27 defined as all persons who are or previously were employed by DEFENDANT and classified as
28 non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four

1 (4) years prior to the filing of the original Complaint and ending on the date as determined by the
2 Court (the “CLASS PERIOD”).

3 52. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
4 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
5 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
6 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
7 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
8 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and
9 expenses.

10 53. The members of the class are so numerous that joinder of all class members is
11 impractical.

12 54. Common questions of law and fact regarding DEFENDANT’S conduct, including
13 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
14 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
15 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
16 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
17 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
18 overtime, exist as to all members of the class and predominate over any questions affecting solely
19 any individual members of the class. Among the questions of law and fact common to the class are:

- 20 a. Whether DEFENDANT maintained legally compliant meal period policies and
21 practices;
- 22 b. Whether DEFENDANT maintained legally compliant rest period policies and
23 practices;
- 24 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
25 members accurate premium payments for missed meal and rest periods;
- 26 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
27 members accurate overtime wages;

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- 1 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
2 members at least minimum wage for all hours worked;
- 3 f. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
4 CLASS members for required business expenses;
- 5 g. Whether DEFENDANT issued legally compliant wage statements;
- 6 h. Whether DEFENDANT committed an act of unfair competition by systematically
7 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
8 CLASS for all time worked;
- 9 i. Whether DEFENDANT committed an act of unfair competition by systematically
10 failing to record all meal and rest breaks missed by PLAINTIFF and other
11 CALIFORNIA CLASS members, even though DEFENDANT enjoyed the benefit
12 of this work, required employees to perform this work and permits or suffers to
13 permit this work;
- 14 j. Whether DEFENDANT committed an act of unfair competition in violation of
15 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
16 failing to provide the PLAINTIFF and the other members of the CALIFORNIA
17 CLASS with the legally required meal and rest periods.

18 55. PLAINTIFF are members of the CALIFORNIA CLASS and suffered damages as a
19 result of DEFENDANT’S conduct and actions alleged herein.

20 56. PLAINTIFF’S claims are typical of the claims of the CALIFORNIA CLASS, and
21 PLAINTIFF has the same interests as the other members of the class.

22 57. PLAINTIFF will fairly and adequately represent and protect the interests of the
23 CALIFORNIA CLASS members.

24 58. PLAINTIFF retained able class counsel with extensive experience in class action
25 litigation.

26 59. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the
27 interests of the other CALIFORNIA CLASS members.

28 60. There is a strong community of interest among PLAINTIFF and the members of the

1 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
2 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
3 sustained.

4 61. The questions of law and fact common to the CALIFORNIA CLASS members
5 predominate over any questions affecting only individual members, including legal and factual
6 issues relating to liability and damages.

7 62. A class action is superior to other available methods for the fair and efficient
8 adjudication of this controversy because joinder of all class members is impractical. Moreover,
9 since the damages suffered by individual members of the class may be relatively small, the expense
10 and burden of individual litigation make it practically impossible for the members of the class
11 individually to redress the wrongs done to them. Without class certification and determination of
12 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
13 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- 14 a. Inconsistent or varying adjudications with respect to individual members of the
15 CALIFORNIA CLASS which would establish incompatible standards of conduct
16 for the parties opposing the CALIFORNIA CLASS; and/or,
17 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
18 which would, as a practical matter, be dispositive of the interests of the other
19 members not party to the adjudication or substantially impair or impeded their
20 ability to protect their interests.

21 63. Class treatment provides manageable judicial treatment calculated to bring an
22 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
23 conduct of DEFENDANT.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

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

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

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

8 65. DEFENDANTS are each a “person” as that term is defined under California
9 Business and Professions Code Section 17021.

10 66. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)
11 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

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

21 67. By the conduct alleged herein, DEFENDANT has engaged and continues to engage
22 in business practices which violate California law, including but not limited to, the applicable Wage
23 Order(s), the California Code of Regulations and the California Labor Code including Sections 201,
24 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, for which this Court
25 should issue declaratory and other equitable relief pursuant to California Business and Professions
26 Code Section 17203 as may be necessary to prevent and remedy the conduct held to constitute
27 unfair competition, including restitution of wages wrongfully withheld.

28 68. By the conduct alleged herein, DEFENDANT’S practices were unlawful and unfair
in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
or substantially injurious to employees, and were without valid justification or utility for which this
Court should issue equitable and injunctive relief pursuant to Section 17203 of the California

1 Business and Professions Code, including restitution of wages wrongfully withheld.

2 69. By the conduct alleged herein, DEFENDANT’S practices were deceptive and
3 fraudulent in that DEFENDANT’S uniform policy and practice failed to provide the legally
4 mandated meal and rest periods and the required amount of compensation for missed meal and rest
5 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
6 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
7 to the applicable California Labor Code and Industrial Welfare Commission requirements in
8 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
9 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
10 Code Section 17203, including restitution of wages wrongfully withheld.

11 70. By the conduct alleged herein, DEFENDANT’S practices were also unlawful,
12 unfair, and deceptive in that DEFENDANT’S employment practices caused PLAINTIFF and the
13 other members of the CALIFORNIA CLASS to be underpaid during their employment with
14 DEFENDANT.

15 71. By the conduct alleged herein, DEFENDANT’S practices were also unfair and
16 deceptive in that DEFENDANT’S uniform policies, practices and procedures failed to provide
17 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
18 required by California Labor Code Sections 226.7 and 512.

19 72. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
20 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
21 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
22 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
23 of work.

24 73. PLAINTIFF further demands on behalf of herself and on behalf of each
25 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
26 not timely provided as required by law.

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

6 75. All the acts described herein as violations of, among other things, the Industrial
7 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
8 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
9 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
10 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

11 76. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
12 and do, seek such relief as may be necessary to restore to them the money and property which
13 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the CALIFORNIA
14 CLASS have been deprived, by means of the above described unlawful and unfair business
15 practices, including earned but unpaid wages for all time worked.

16 77. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
17 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and
18 deceptive, and that injunctive relief should be issued restraining DEFENDANT from engaging in
19 any unlawful and unfair business practices in the future.

20 78. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
21 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
22 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
23 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
24 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
25 and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful
26 and unfair business practices.

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1 86. In committing these violations of the California Labor Code, DEFENDANT
2 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
3 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted in an
4 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
5 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
6 and regulations.

7 87. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
9 minimum wage compensation for their time worked for DEFENDANT.

10 88. During the CLASS PERIOD, PLAINTIFF and the other members of the
11 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
12 failure to pay all earned wages.

13 89. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
14 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
15 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
16 and will continue to suffer an economic injury in amounts which are presently unknown to them,
17 and which will be ascertained according to proof at trial.

18 90. DEFENDANT knew or should have known that PLAINTIFF and the other members
19 of the CALIFORNIA CLASS were under-compensated for their time worked. DEFENDANT
20 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
21 employees for their labor as a matter of uniform company policy, practice and procedure, and
22 DEFENDANT perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
23 members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

24 91. In performing the acts and practices herein alleged in violation of California labor
25 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
26 and provide them with the requisite compensation, DEFENDANT acted and continues to act
27 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
28 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the

1 consequences to them, and with the despicable intent of depriving them of their property and legal
2 rights, and otherwise causing them injury in order to increase company profits at the expense of
3 these employees.

4 92. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
5 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
6 of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor
7 Code and/or other applicable statutes. To the extent minimum wage compensation is determined to
8 be owed to the CALIFORNIA CLASS members who have terminated their employment,
9 DEFENDANT'S conduct also violates Labor Code Sections 201 and/or 202, and therefore these
10 individuals are also entitled to waiting time penalties under California Labor Code Section 203,
11 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
12 DEFENDANT'S conduct as alleged herein was willful, intentional, and not in good faith. Further,
13 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
14 costs.

15 **THIRD CAUSE OF ACTION**

16 **Failure To Pay Overtime Compensation**

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

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

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

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

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

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

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

9 98. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
10 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time they
11 worked, including overtime work.

12 99. DEFENDANT'S uniform pattern of unlawful wage and hour practices manifested,
13 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
14 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
15 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
16 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
17 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
18 forty (40) hours in any workweek.

19 100. In committing these violations of the California Labor Code, DEFENDANT
20 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
21 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANT acted in an illegal attempt
22 to avoid the payment of all earned wages, and other benefits in violation of the California Labor
23 Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

24 101. As a direct result of DEFENDANT'S unlawful wage practices as alleged herein,
25 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
26 overtime compensation for their time worked for DEFENDANT.

27 102. California Labor Code Section 515 sets out various categories of employees who are
28 exempt from the overtime requirements of the law. None of these exemptions are applicable to

1 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
2 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
3 agreement that would preclude the causes of action contained herein this Complaint. Rather,
4 PLAINTIFF brings this Action on behalf of herself and the CALIFORNIA CLASS based on
5 DEFENDANT'S violations of non-negotiable, non-waivable rights provided by the State of
6 California.

7 103. During the CLASS PERIOD, PLAINTIFF and the other members of the
8 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
9 a failure to pay all earned wages.

10 104. DEFENDANT failed to accurately pay PLAINTIFF and the other members of the
11 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
12 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
13 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
14 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
15 DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT'S business
16 records and witnessed by employees.

17 105. By virtue of DEFENDANT'S unlawful failure to accurately pay all earned
18 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
19 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
20 CLASS have suffered and will continue to suffer an economic injury in amounts which are
21 presently unknown to them, and which will be ascertained according to proof at trial.

22 106. DEFENDANT knew or should have known that PLAINTIFF and the other members
23 of the CALIFORNIA CLASS were undercompensated for their time worked. DEFENDANT
24 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay them
25 for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANT
26 perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other members of the
27 CALIFORNIA CLASS the correct overtime wages for their overtime worked.

28 107. In performing the acts and practices herein alleged in violation of California labor

1 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
2 and provide them with the requisite compensation, DEFENDANT acted and continues to act
3 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
4 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
5 consequences to them, and with the despicable intent of depriving them of their property and legal
6 rights, and otherwise causing them injury in order to increase company profits at the expense of
7 these employees.

8 108. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
9 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
10 of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor
11 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
12 owed to the CALIFORNIA CLASS members who have terminated their employment,
13 DEFENDANT'S conduct also violates California Labor Code Sections 201 and/or 202, and
14 therefore these individuals are also entitled to waiting time penalties under California Labor Code
15 203, which penalties are sought herein. DEFENDANT'S conduct as alleged herein was willful,
16 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members
17 are entitled to seek and recover statutory costs.

18 **FOURTH CAUSE OF ACTION**

19 **Failure To Provide Required Meal Periods**

20 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

25 110. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
26 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as
27 required by the applicable Wage Order and Labor Code. The nature of the work performed by
28 PLAINTIFF and CALIFORNIA CLASS members prevented these employees from being relieved

1 of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work
2 schedules and expectations, PLAINTIFF and other CALIFORNIA CLASS members were often
3 not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT'S
4 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal
5 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT'S business records.
6 Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS members with a
7 second off-duty meal period in some workdays in which DEFENDANT required these employees
8 to work ten (10) hours. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS
9 forfeited meal breaks without additional compensation and in accordance with DEFENDANT'S
10 strict corporate policy and practice.

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

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

19 **FIFTH CAUSE OF ACTION**

20 **Failure To Provide Required Rest Periods**

21 **(Cal. Lab. Code §§ 226.7 & 512)**

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

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

26 114. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were
27 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
28 Further, these employees were denied their first rest periods of at least ten (10) minutes for some

1 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
2 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third
3 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF
4 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*
5 thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS
6 members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT'S
7 managers. In addition, DEFENDANT failed to compensate PLAINTIFF and other CALIFORNIA
8 CLASS members for their rest periods as required by the applicable Wage Order and Labor Code.
9 As a result, DEFENDANT'S failure to provide PLAINTIFF and the CALIFORNIA CLASS
10 members with all the legally required paid rest periods is evidenced by DEFENDANT'S business
11 records.

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

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

20 **SIXTH CAUSE OF ACTION**

21 **Failure To Provide Accurate Itemized Statements**

22 **(Cal. Lab. Code § 226)**

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

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

- 26 a. Gross wages earned,
- 27 b. total hours worked by the employee, except for any employee whose compensation
28 is solely based on a salary and who is exempt from payment of overtime under

subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,

c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,

d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,

e. net wages earned,

f. the inclusive dates of the period for which the employee is paid,

g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

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

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

121. DEFENDANT knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

SEVENTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANT)

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

123. California Labor Code Section 200 provides that:

As used in this article:

(a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

(b) “Labor” includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

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

4 125. California Labor Code Section 202 provides, in relevant part, that:
5 If an employee not having a written contract for a definite period quits his or her
6 employment, his or her wages shall become due and payable not later than 72 hours
7 thereafter, unless the employee has given 72 hours previous notice of his or her
8 intention to quit, in which case the employee is entitled to his or her wages at the time
9 of quitting. Notwithstanding any other provision of law, an employee who quits without
10 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
11 requests and designates a mailing address. The date of the mailing shall constitute the
12 date of payment for purposes of the requirement to provide payment within 72 hours
13 of the notice of quitting.

14 126. There was no definite term in PLAINTIFF’S or any CALIFORNIA CLASS
15 members’ employment contract.

16 127. California Labor Code Section 203 provides:
17 If an employer willfully fails to pay, without abatement or reduction, in accordance with
18 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or
19 who quits, the wages of the employee shall continue as a penalty from the due date
20 thereof at the same rate until paid or until an action therefor is commenced; but the
21 wages shall not continue for more than 30 days.

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

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

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1 **EIGHTH CAUSE OF ACTION**

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

3 **(Cal. Lab. Code §§ 2802)**

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

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

8 131. California Labor Code Section 2802 provides, in relevant part, that:
9 An employer shall indemnify his or her employee for all necessary expenditures or
10 losses incurred by the employee in direct consequence of the discharge of his or her
11 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

12 132. From time to time during the CLASS PERIOD, DEFENDANT violated California
13 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the
14 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
15 for DEFENDANT'S benefit. DEFENDANT failed to reimburse PLAINTIFF and the
16 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
17 their personal cell phones all on behalf of and for the benefit of DEFENDANT. Specifically,
18 DEFENDANT required PLAINTIFF and other CALIFORNIA CLASS members to use their
19 personal cell phones to execute their essential job duties on behalf of DEFENDANT.
20 DEFENDANT'S uniform policy, practice and procedure was to not reimburse PLAINTIFF and
21 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell
22 phones within the course and scope of their employment for DEFENDANT. These expenses were
23 necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT'S
24 conduct to assert any waiver of this expectation. Although these expenses were necessary expenses
25 incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANT failed to
26 indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses
27 as an employer is required to do under the laws and regulations of California.

28 133. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred

1 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
2 DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory
3 rate and costs under California Labor Code Section 2802.

4 **NINTH CAUSE OF ACTION**

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

6 **(Cal. Lab. Code §§2698 et seq.)**

7 **(Alleged by PLAINTIFF against DEFENDANT)**

8 134. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
9 herein, the prior paragraphs of this Complaint.

10 135. PAGA is a mechanism by which the State of California itself can enforce state labor
11 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
12 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
13 a law enforcement action designed to protect the public and not to benefit private parties. The
14 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
15 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
16 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
17 private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch.
18 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

19 136. PLAINTIFFS, and such persons that may be added from time to time who satisfy
20 the requirements and exhaust the administrative procedures under the Private Attorney General
21 Act, bring this individual PAGA and Representative Action on behalf of the State of California
22 with respect to themselves and all non-exempt employees who worked for DEFENDANT in
23 California during the time period of January 28, 2025 until the present (the "AGGRIEVED
24 EMPLOYEES").

25 137. At all relevant times, for the reasons described herein and others, PLAINTIFFS and
26 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
27 meaning of Labor Code Section 2699(c).

28 138. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like

1 PLAINTIFF, on behalf of PLAINTIFFS and other current or former employees, to bring a civil
2 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

3 139. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
4 Section 2699.3. By certified letter, return receipt requested, dated January 28, 2026, PLAINTIFF
5 gave written notice to the Labor and Workforce Development Agency (“LWDA”) and to
6 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
7 including the facts and theories to support the alleged violations. (See **Exhibit #1.**)

8 140. As of the date of this complaint, more than sixty-five (65) days after serving the
9 LWDA with notice of DEFENDANT’S violations, the LWDA has not provided any notice by
10 certified mail of its intent to investigate the DEFENDANT’S alleged violations as mandated by
11 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
12 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

13 141. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
14 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANT’S violations of
15 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
16 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802 and
17 2804 in the following amounts:

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

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

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

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

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

9 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,
10 a civil penalty in the amount of one hundred dollars (\$100) for each
11 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
12 hundred dollars fifty (\$250) for each AGGRIEVED EMPLOYEE per pay
13 period for each subsequent violation [penalty per Labor Code Section 1197.1].

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

19 **PRAYER FOR RELIEF**

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

22 1. On behalf of the CALIFORNIA CLASS:

23 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
24 CLASS as a class action pursuant to California Code of Civil Procedure Section
25 382;

26 b. An order temporarily, preliminarily and permanently enjoining and restraining
27 DEFENDANT from engaging in similar unlawful conduct as set forth herein;

28 c. An order requiring DEFENDANT to pay all overtime wages and all sums

1 unlawfully withheld from compensation due to PLAINTIFF and the other members
2 of the CALIFORNIA CLASS; and

3 d. Restitutionary disgorgement of DEFENDANT'S ill-gotten gains into a fluid fund
4 for restitution of the sums incidental to DEFENDANT'S violations due to
5 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

6 2. On behalf of the CALIFORNIA CLASS:

7 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
8 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
9 to California Code of Civil Procedure Section 382;

10 b. Compensatory damages, according to proof at trial, including compensatory
11 damages for overtime compensation due to PLAINTIFF and the other members of
12 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
13 thereon at the statutory rate;

14 c. Meal and rest period compensation pursuant to California Labor Code Sections
15 226.7, 512 and the applicable IWC Wage Order;

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

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

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

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

1 4. On all claims:

- 2 a. An award of interest, including prejudgment interest at the legal rate;
- 3 b. Such other and further relief as the Court deems just and equitable; and
- 4 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
- 5 including and pursuant to, but not limited to, California Labor Code Sections 218.5,
- 6 226, 246 and/or 1194.

7

8 DATED:

SELIGSON LAW P.C.

9

10 By: _____

11 Kenneth Seligson, Esq.

12 Attorney for PLAINTIFF

13

14 **DEMAND FOR A JURY TRIAL**

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

16

17 DATED:

SELIGSON LAW P.C.

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19 By: _____

20 Kenneth Seligson, Esq.

21 Attorney for PLAINTIFF

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