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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

KRISTINE SUMMERFIELD, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

SRI KRISHNA MANAGEMENT
SERVICES, INC., a California corporation;
SOUTHERN HOSPITALITY SERVICES,
LLC, a limited liability company; and DOES
1 through 100, Inclusive,

Defendants.

Case No. 26-CIV-0034

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 1182.12, 1194,
1194.2, 1197, 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- (5) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (6) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- (8) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- (9) PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Kristine Summerfield (“Plaintiff”), on behalf of herself and all others similarly
2 situated, and as a private attorney general on behalf of the State of California and other Aggrieved
3 Employees, brings this Class and Representative Action Complaint against Sri Krishna
4 Management Services, Inc.; Southern Hospitality Services, LLC; and Does 1 through 100,
5 inclusive (collectively, “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other Aggrieved Employees, hereby
9 brings this class and representative action for recovery of unpaid wages and penalties under
10 California Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-204,
11 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*; and
12 Industrial Welfare Commission Wage Order No. 5 (“Wage Order 5”), in addition to seeking
13 declaratory and injunctive relief and restitution. This class action is brought pursuant to California
14 Code of Civil Procedure section 382. This Court has jurisdiction over Defendants’ violations of
15 the California Labor Code because the amount in controversy exceeds this Court’s jurisdictional
16 minimum.

17 **VENUE**

18 2. Venue is proper in this judicial district pursuant to California Code of Civil
19 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
20 occurred in San Mateo County. Defendants own, maintain offices, transact business, have an
21 agent or agents within San Mateo County, and/or otherwise are found within San Mateo County,
22 and Defendants are within the jurisdiction of this Court for purposes of service of process. On
23 information and belief, the nerve center of Defendants is in South San Francisco, California,
24 which is located in San Mateo County.

25 **PARTIES**

26 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
27 Plaintiff was, and currently is, a California citizen and resident. During the four years immediately
28 preceding the filing of this action and within the statute of limitations periods applicable to each

1 cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
2 Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein, lost
3 money and/or property, and has been deprived of the rights guaranteed by California Labor Code
4 sections 201-204, 226, 226.7, 510-512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804,
5 2698 *et seq.*; Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage
6 Order 5, which sets employment standards for employees in the public housekeeping industry,
7 including hotels.

8 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
9 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
10 business as an operator of hotels, and that they employed Plaintiff and other similarly situated
11 non-exempt employees within San Mateo County and the State of California.

12 5. Plaintiff does not know the true names or capacities, whether individual, partner,
13 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
14 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
15 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
16 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
17 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
18 and proximately caused Plaintiff and the Classes (as defined in Paragraph 20) to be subject to the
19 unlawful employment practices, wrongs, injuries, and damages complained of herein.

20 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
21 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

22 7. At all times herein mentioned, each of said Defendants participated in the acts
23 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
24 each of them, were the agents, servants, and employees of each of the other Defendants, as well
25 as the agents of all Defendants, and at all times herein mentioned were acting within the course
26 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
27 and/or otherwise ratified each of the acts or omissions alleged herein.

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1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
5 Members (as defined in Paragraph 20).

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff worked for Defendants as a non-exempt front desk employee from in or
8 about July 2024 until on or about February 10, 2025.

9 10. Defendants have failed to provide 30-minute meal periods to Plaintiff and other
10 non-exempt employees in compliance with California law. On many occasions, Plaintiff would
11 not be able to take a 30-minute meal period at any point in her shift, as Defendants failed to
12 adequately staff the property and managers would not provide adequate coverage. Thus, Plaintiff
13 and other employees were forced to skip meal periods, to delay taking meal periods until after
14 five hours of work, and/or to take meal periods of less than 30 minutes. In addition, Plaintiff and
15 other employees frequently were required to remain on call during meal periods since, as
16 mentioned, the property was under-staffed and therefore Plaintiff and other employees needed to
17 be available if a customer came to the front desk or otherwise needed assistance.

18 11. Despite failing to provide Plaintiff and other non-exempt employees with legally
19 compliant meal periods, Defendants have failed to pay the meal period premiums required by
20 Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class
21 period, Defendants have maintained no payroll code or other mechanism for paying meal period
22 premiums when Defendants failed to provide a legally compliant meal period. Indeed, when
23 Plaintiff inquired about receiving an additional hour of pay as a meal period premium, Defendants
24 (and specifically, Plaintiff's manager) responded to Plaintiff that Defendants simply do not pay
25 meal period premiums.

26 12. Defendants required Plaintiff and other employees to sign a "Meal Penalty
27 Waiver," which purported to agree to an on-duty meal period on those shifts when "the nature of
28 my work" prevented the employee from taking a meal period. But as explained above, there was

nothing in the “nature of the work” that prevented Plaintiff and other employees from taking meal periods, as they were front desk workers and other hotel employees. Rather, it was Defendants’ chronic under-staffing of their properties, and/or managers’ refusal to cover their employees for meal periods, that prevented Plaintiff and other non-exempt employees from taking compliant meal periods. But based on this purported “waiver,” Defendants routinely required Plaintiff and other employees to take their “meal periods” while working, in violation of California law. In fact, when Plaintiff messaged her manager about not receiving meal periods or meal period premiums, her supervisor referenced the “waiver” and explained “that’s why” Defendants have the “meal penalty waiver.” In other words, Defendants rely on their unlawful meal period “waivers” to deny their employees legally compliant meal periods and to deny them premium pay.

13. Defendants have also failed to authorize and permit off-duty 10-minute rest periods to Plaintiff and other non-exempt employees. As with meal periods, Defendants chronically under-staffed their properties, Defendants did not schedule rest periods, and Defendants did not do anything else to ensure that Plaintiff and other non-exempt employees were afforded the ability to take 10-minute rest periods.

14. Despite failing to authorize and permit legally compliant rest periods to Plaintiff and other non-exempt employees, Defendants have failed to pay the rest period premiums required by Labor Code § 226.7. Upon information or belief, during at least a portion of the putative class period, Defendants have maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

15. As a non-exempt employee, Plaintiff was entitled to be paid at least the minimum wage for all hours worked, as well as overtime wages for all hours worked over 8 hours in a workday and/or over 40 hours in a workweek. Defendants, however, failed to pay Plaintiff for all hours worked. Specifically, Plaintiff and other employees and their managers were part of a group chat in which management would post work-related information and messages and otherwise communicate with employees. Plaintiff and other employees were expected to participate in the

group chat using their personal cell phones. Plaintiff and other employees were further expected to review and respond to text messages sent to their personal cell phones at all times, including after hours or on their days off. Defendants failed to pay Plaintiff and other employees for their time spent reviewing and responding to messages on their time off, resulting in unpaid wages, including minimum wages and overtime wages.

16. As noted above, Plaintiff and other employees were expected to participate in work-related group chats using their personal cell phones, as Defendants did not provide company cell phones to Plaintiff and other employees. Defendants therefore required work-related use of employees' personal cell phones. However, despite requiring Plaintiff and other employees to use their personal cell phones for work, Defendants have failed to reimburse them for any portion of their personal cell phone bill, as required under California law, including but not limited to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

17. Defendants' failure to pay all owed minimum wages, failure to pay overtime wages, and failure to pay meal period and rest period premium wages have resulted in Defendants' maintaining inaccurate payroll records and issuing inaccurate wage statements to Plaintiff and other non-exempt employees.

18. In addition, the wage statements issued to Plaintiff and other employees have been facially deficient, in that they did not include Defendants' address. On information and belief, Defendants have failed to include their address on all wage statements issued to all of their California employees during the relevant time period.

19. As a further result of Defendants' failure to pay all minimum wages and overtime wages, as well as Defendants' failure to pay meal period and rest period premium wages, Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation of their employment. In addition, Plaintiff's final paycheck was not paid to her on time within the requirements of Labor Code §§ 201-202.

CLASS ACTION ALLEGATIONS

20. Class Definitions: Plaintiff brings this action on behalf of herself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

1 a. The Overtime Class consists of all of Defendants' current and former non-exempt
2 employees who worked for Defendants in California and are citizens of California, who
3 worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek and were
4 subject to Defendants' timekeeping and payroll practices, at any time from four years
5 immediately preceding the filing of this action through the present.

6 b. The Minimum Wage Class consists of all of Defendants' current and former non-
7 exempt employees who worked for Defendants in California and are citizens of California,
8 who were subject to Defendants' timekeeping and payroll practices, at any time from four
9 years prior to the filing of this action to the present.

10 c. The Rest Period Class consists of all of the Defendants' current and former non-
11 exempt employees who worked for Defendants in California and are citizens of California,
12 who worked at least one shift of 3.5 hours or more, at any time from four years immediately
13 preceding the filing of this action through the present.

14 d. The Meal Period Class consists of all of the Defendants' current and former non-
15 exempt employees who worked for Defendants in California and are citizens of California,
16 who worked at least one shift in excess of 5.0 hours, at any time from four years
17 immediately preceding the filing of this action through the present.

18 e. The Wage Statement Class consists of (i) all members of the Overtime Class,
19 Minimum Wage Class, Rest Period Class, and/or Meal Period Class, and (ii) all of
20 Defendants' California employees (exempt and non-exempt) who received who received a
21 wage statement that did not contain the Defendants' address, at any time from one year
22 immediately prior to the filing of this action through the present.

23 f. The Waiting Time Class consists of (i) all members of the Overtime Class,
24 Minimum Wage Class, Rest Period Class, and/or Meal Period Class, whose employment
25 with Defendants ended at any time from three years prior to the filing of this action to the
26 present; and (ii) all of Defendants' former employees who worked for Defendants in
27 California and are citizens of California, and whose final wages were not provided to them
28 in conformance with Labor Code §§ 201-202.

g. The Expense Reimbursement Class consists of all of Defendants' employees who worked for Defendants in California and are citizens of California, who were required to use their personal property, including but not limited to personal cellular phones, for work-related purposes, at any time from four years prior to the filing of this action through the present.

21. **Numerosity/Ascertainability:** The Classes are so numerous that joinder of all members would be impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals each. The identity of such membership is readily ascertainable via Defendants' employment records.

22. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation:

- i. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants paid at least the legal minimum wage for all hours worked by the members of the Minimum Wage Class;
- iii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- iv. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- vi. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment; and

vii. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

23. **Predominance of Common Questions:** Common questions predominate over questions that affect only individual Class members. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each Class member, such as Defendants' wage payment, wage statement, rest period, meal period, and expense reimbursement policies/practices. Thus, common questions predominate over individual questions concerning each Class member.

24. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of earned minimum wages and overtime wages, was subject to Defendants' rest period policies/practices and meal period policies/practices, was furnished with inaccurate wage statements, and was not reimbursed for all expenses she incurred in carrying out her job duties for Defendants.

25. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

26. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate

1 procedure to redress the violations alleged herein. If each employee were required to file an
2 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
3 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
4 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
5 an individual remedy would discourage the assertion of lawful claims by employees who would
6 be disinclined to file an action against their former and/or current employer for real and justifiable
7 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
8 prosecution of separate actions by individual class members would create a substantial risk of
9 inconsistent or varying verdicts or adjudications with respect to the individual class members
10 against Defendants herein; and which would establish potentially incompatible standards of
11 conduct for Defendants. Further, the claims of individual Class members are not large enough to
12 warrant individual prosecution considering all of the concomitant costs and expenses attending
13 thereto. Thus, the Classes are maintainable under Section 382 of the California Code of Civil
14 Procedure.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY OVERTIME WAGES**

17 **(AGAINST ALL DEFENDANTS)**

18 27. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

19 28. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
20 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
21 overtime hours worked, and which provide a private right of action for the failure to pay all
22 overtime compensation for overtime work performed.

23 29. At all times relevant herein, Defendants were required to properly compensate
24 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
25 Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an
26 employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess
27 of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours
28 on the seventh consecutive workday in a workweek. Wage Order 5, § 3 also requires an employer

1 to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a
2 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.

3 30. As alleged herein, Defendants caused Plaintiff and Overtime Class members to
4 work overtime and double-time hours but did not compensate them at one and one-half times (or
5 two times) their regular rate of pay for such hours.

6 31. The foregoing policies and practices are unlawful and create entitlement to
7 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid overtime wages,
8 interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California
9 Labor Code §§ 204, 218.6, 510, 558, 1194, 1198, and Code of Civil Procedure § 1021.5.

10 **SECOND CAUSE OF ACTION**

11 **MINIMUM WAGE VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 33. Wage Order 5, § 4 and Labor Code §§ 1197 and 1182.12 establish employees'
15 right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§
16 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage
17 as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
18 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

19 34. At all relevant times, Defendants failed to conform their pay practices to the
20 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours
21 actually worked including, but not limited to, all hours they were subject to Defendants' control
22 and/or suffered or permitted to work under the Labor Code and Wage Order 5.

23 35. California Labor Code § 1198 makes unlawful the employment of an employee
24 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
25 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
26 those employees the balance of the unpaid wages as well as liquidated damages in an amount
27 equal to the wages due and interest thereon.

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1 36. As a direct and proximate result of Defendants' unlawful conduct as alleged
2 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
3 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
4 entitled to recover economic and statutory damages and penalties and other appropriate relief as
5 a result of Defendants' violations of the California Labor Code and Wage Order 5.

6 37. Defendants' practice and uniform administration of corporate policy regarding
7 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
8 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
9 damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§
10 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

11 **THIRD CAUSE OF ACTION**

12 **MEAL PERIOD VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

14 38. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

15 39. As alleged herein, Defendants failed in their affirmative obligation to provide all
16 their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class,
17 with all required meal periods in accordance with the mandates of the California Labor Code and
18 Wage Order 5, and have failed to pay meal period premiums at Plaintiff's and Meal Period Class
19 members' regular rate of compensation as required under Labor Code § 226.7.

20 40. As a result, Defendants owe premium compensation for meal period violations,
21 including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 5, Labor
22 Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

23 **FOURTH CAUSE OF ACTION**

24 **REST PERIOD VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

26 41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 42. Labor Code §§ 226.7 and 516, and Wage Order 5, § 12 establish the right of
28 employees to be authorized and permitted a rest period of at least ten (10) minutes for each four

(4) hour period worked, or major fraction thereof, and that the authorized rest time shall count as hours worked for which there shall be no deduction from wages.

43. As alleged herein, Defendants have failed to authorize and permit Plaintiff and members of the Rest Period Class to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and members of the Rest Period Class with a rest period premium payment for each workday they were not authorized and permitted all rest periods to which they were entitled.

44. These violations create an entitlement to recovery by Plaintiff and the Rest Period Class in a civil action for the unpaid amount of rest period premiums, interest thereon, statutory penalties, civil penalties, and costs of suit under Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

46. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all hours worked, all hours worked at each rate of pay, the address of Defendants, and all wages earned, in violation of Labor Code § 226.

47. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their minimum wages, overtime wages, and meal and rest period premium wages, a failure to inform Wage Statement Class members of Defendants' address, and deprived Wage Statement Class members of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

48. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor

Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

SIXTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

50. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

51. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including (but not limited to) unpaid minimum wages, overtime wages, and unpaid meal and rest period premium wages.

52. Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner.

53. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in a continued payment of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

4 54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 55. At all relevant times, Defendants were subject to Labor Code § 2802, which states
6 that “an employer shall indemnify his or her employees for all necessary expenditures or losses
7 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
8 her obedience to the directions of the employer.”

9 56. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
10 “any contract or agreement, express or implied, made by any employee to waive the benefits of
11 this article or any part thereof, is null and void, and this article shall not deprive any employee or
12 his personal representative of any right or remedy to which he is entitled under the laws of this
13 State.”

14 57. Due to Defendants’ unlawful policy and practice of requiring employees to use
15 their personal property, including but not limited to personal cell phones, for work purposes, and
16 their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants
17 have violated Labor Code § 2802.

18 58. As a proximate result of Defendants’ policies and/or practices in violation of Labor
19 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have
20 suffered damages in sums, which will be shown according to proof.

21 59. Plaintiff and members of the Expense Reimbursement Class are entitled to
22 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

23 60. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
24 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
25 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
26 accrue from the date on which they incurred the initial necessary expenditure.

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1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 62. Defendants have engaged, and continue to engage, in unfair and/or unlawful
6 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
7 Plaintiff and the Classes all wages due, failing to provide compliant meal periods, failing to
8 authorize and permit compliant rest periods, failing to reimburse business expenses, failing to
9 furnish accurate itemized wage statements, and failing to pay all wages due at termination.

10 63. Defendants' utilization of these unfair and/or unlawful business practices has
11 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
12 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
13 Defendants' competitors who have been and/or are currently employing workers and attempting
14 to do so in honest compliance with applicable wage and hour laws.

15 64. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
16 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
17 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
18 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

19 65. Plaintiff was compelled to retain the services of counsel to file this court action to
20 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
21 of Defendants' current non-exempt employees, and to enforce important rights affecting the
22 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
23 which she is entitled to recover under Code of Civil Procedure § 1021.5.

24 66. The acts complained of herein occurred within the four years immediately
25 preceding the filing of this action.

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1 **NINTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 67. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 68. Defendants have committed several Labor Code violations against Plaintiff and
6 other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor
7 Code § 2698 *et seq.* Plaintiff, acting on behalf of herself, the State of California, and other
8 aggrieved employees, brings this representative action against Defendants to recover the civil
9 penalties due to Plaintiff, other aggrieved employees, and the State of California according to
10 proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based
11 on the following violations:

- 12 a. Failing to pay Plaintiff and other aggrieved employees at least the applicable
13 minimum wage for all hours worked, in violation of Labor Code §§ 204, 1182.12,
14 1194, 1194.2, 1197, and 1198;
- 15 b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-
16 time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and
17 1198;
- 18 c. Failing to provide all legally required meal periods and failing to pay meal period
19 premiums to Plaintiff and other aggrieved employees, in violation of Labor Code
20 §§ 226.7, 512, 558, and 1198;
- 21 d. Failing to authorize and permit all legally required rest periods and failing to pay
22 rest period premiums to Plaintiff and other aggrieved employees, in violation of
23 Labor Code §§ 226.7, 516, 558, and 1198;
- 24 e. Failing to reimburse Plaintiff and other aggrieved employees for all work-related
25 expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
- 26 f. Failing to furnish Plaintiff and other aggrieved employees with accurate and
27 complete itemized wage statements, in violation Labor Code §§ 226 and 1198;

28 ///

g. Failing to timely pay all final wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 201-203;

h. Failing to maintain accurate records of, *inter alia*, all hours worked meal periods taken by Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

69. On or about January 16, 2026, Plaintiff mailed a PAGA notice letter to Defendants Sri Krishna Management Services, Inc. and Southern Hospitality Services LLC via certified mail, and to the California Labor and Workforce Development Agency (“LWDA”) via its website, which described Defendants’ violations of the California Labor Code and indicated Plaintiff’s intent to bring a claim under California Labor Code § 2698 et seq. with respect to the violations of the California Labor Code identified in paragraph 68 (a)-(h) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

70. As noted in her PAGA notice letter, the “aggrieved employees” whom Plaintiff seeks to represent are all of Defendants’ current and former employees who have worked for Defendants in California at any time from one year prior to the date of Plaintiff’s PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA cause of action or any alternative date agreed upon by the parties and/or approved by the Court. For the “direct” wage statement claim (i.e., that wage statements have been facially deficient), the “direct” Labor Code §§ 201-202 claim (i.e., that final wages were paid after the time frames required by those statutes), and the expense reimbursement claim described herein, “aggrieved employees” includes both exempt and non-exempt employees. For all other claims described herein, “aggrieved employees” includes only non-exempt employees.

71. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to recover under Labor Code § 2699(k).

1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
3 this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
- 7 4. Upon the First Cause of Action, for compensatory, consequential, general, and
8 special damages according to proof pursuant to Labor Code §§ 204, 510, 511, 558, 1194, 1198;
- 9 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
10 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
11 1197, and 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;
- 16 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
17 226, *et seq.*;
- 18 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
19 Labor Code §§ 201-203;
- 20 10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
21 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 22 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
23 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
24 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;
- 25 12. Upon the Ninth Cause of Action, for any and all civil penalties available to Plaintiff,
26 the State of California, and other aggrieved employees under the Private Attorneys General Act,
27 as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from
28 engaging in the allegedly unlawful conduct alleged herein;

1 13. Prejudgment interest on all due and unpaid wages and other damages pursuant to
2 Cal. Labor Code §§ 218.6, 1194(a); Civil Code § 3287; and Art. XV, § 1 of the California
3 Constitution;

4 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
5 226(e), 1194 *et seq.*, 2699(k), 2802(c), and Code of Civil Procedure § 1021.5, and all other
6 relevant statutes; and

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

8
9 Date: March 24, 2026

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

10
11 By:



Tuvia Korobkin
Attorneys for Plaintiff

12 **DEMAND FOR JURY TRIAL**

13
14 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

15
16 Dated: March 24, 2026

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

17
18 By:



Tuvia Korobkin
Attorneys for Plaintiff