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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

SHANTAL A CASTRO, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

vs.

TRACTOR SUPPLY COMPANY OF UTAH.
LLC dba TRACTOR SUPPLY CO., a Delaware
stock corporation; TSC SERVICES LLC, a
Delaware limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime under Labor Code § 510;
3. Meal Period Liability under Labor Code § 226.7;
4. Rest Period Liability under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Violation of Labor Code §§ 1174, 1174.5;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Violation of Labor Code § 221;
10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and
11. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff SHANTAL A CASTRO (hereinafter “Plaintiff”), on behalf of herself and all other
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the
3 relevant period (collectively, “Employees”; individually, “Employee”) complains of Defendants as
4 follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former Employees
7 within the State of California who, at any time four years prior to the filing of this lawsuit, are or
8 were employed as non-exempt, hourly employees by Defendants TRACTOR SUPPLY COMPANY
9 OF UTAH. LLC dba TRACTOR SUPPLY CO., a Delaware stock corporation; TSC SERVICES
10 LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive (all defendants being
11 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants violated various
12 provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission
13 (IWC), and California Business & Professions Code, and seeks redress for these violations.

14 2. Plaintiff was employed by Defendants as an hourly, non-exempt team member
15 associate at Defendants’ retail locations in Tulare County, California. Plaintiff, and upon information
16 and belief other similarly situated Employees, were employed by Defendants as non-exempt, hourly
17 employees at Defendants’ locations in Tulare County and throughout California, including in
18 positions related to storing merchandise and providing customer services to Defendants’ customers.

19 3. Defendant TRACTOR SUPPLY COMPANY OF UTAH. LLC dba TRACTOR
20 SUPPLY CO. (“Tractor Supply Co.”) is a Delaware stock corporation that lists its principal address
21 as 5401 Virginia Way, Brentwood, Tennessee 37027 with the California Secretary of State. It lists
22 its type of business as a retail. “TRACTOR SUPPLY COMPANY OF UTAH. LLC dba TRACTOR
23 SUPPLY CO” is listed as the employer in paystubs issued to Plaintiff by Defendant, with the same
24 address as the one provided to the California Secretary of State. Additionally, Tractor Supply Co.
25 maintains and operates its retail stores in Tulare County. Furthermore, upon information and belief,
26 Tractor Supply Co. is an employer and/or joint employer of Plaintiff and the Class Members, and
27 works in concert with TSC to jointly employ Plaintiff and the Class Members in connection with
28 their retail operations based out of their Tulare County locations and across California.

1 4. Defendant TSC SERVICES LLC (“TSC”) is a Delaware limited liability company
2 that lists its principal address as 5401 Virginia Way, Brentwood, Tennessee 37027 with the
3 California Secretary of State. It lists its type of business as retail. “TSC SERVICES LLC” is
4 identified as the employer on the W-2 wage statements issued to Plaintiff by Defendant, and the
5 address on those W-2s matches the address reflected on the California Secretary of State.
6 Furthermore, upon information and belief, TSC is an employer and/or joint employer of Plaintiff and
7 the Class Members, and works in concert with Tractor Supply Co. to jointly employ Plaintiff and the
8 Class Members in connection with their retail operations based out of their Tulare County locations
9 and across California.

10 5. Plaintiff worked at Defendants’ behest without being paid all wages due and without
11 being provided all required breaks. More specifically, Plaintiff and the other similarly situated Class
12 members were employed by Defendants and shared similar job duties and responsibilities, were
13 subjected to the same policies and practices, and endured similar violations at the hands of
14 Defendants as the other Employees who served in similar and related positions.

15 6. Defendants required Plaintiff and the Employees in the Class to work off the clock
16 and failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and
17 owing at termination or resignation, failed to record accurate time worked by these Employees, and
18 provided Plaintiff and the Class members with inaccurate wage statements that prevented them from
19 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
20 with lawful meal and rest periods, as Employees were required to remain under Defendants’ control
21 and were not provided with the opportunity to take full uninterrupted, timely, and duty-free rest
22 periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC
23 Wage Orders.

24 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
25 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a
26 joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
27 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
28 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised

1 control over the wages, hours or working conditions of Employees, created and implemented the
2 policies and practices that governed the employment of Plaintiff and the Class members and dictated
3 their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other
4 Employee Class members to work, or engaged, thereby creating a common law employment
5 relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed
6 or jointly employed the Employee Class members.

7 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
9 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
10 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
11 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
12 liabilities giving rise to this lawsuit occurred, at least in part in Tulare County, where Defendants
13 operate and provide retail and customer services to California customers.

14 9. The true names and capacities, whether individual, corporate, associate or whatever
15 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
16 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil
17 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated
18 herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some manner for
19 the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
20 reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when
21 their identities become known.

22 **FACTUAL BACKGROUND**

23 10. The Employees who comprise the Class, including Plaintiff, are non-exempt
24 employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare
25 Commission (“IWC”). During the period of four years prior to the filing of this action through its
26 resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked
27 or were not paid at the appropriate minimum, regular and overtime rates, including for meal period
28 and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and

1 the Class members all wages due and owing, including by requiring off the clock work and by
2 miscalculating wages owed, failing to provide meal and rest breaks, and failing to furnish accurate
3 wage statements and timely pay all wages owed, all in violation of various provisions of the
4 California Labor Code and applicable paragraphs of the IWC Wage Orders.

5 11. During the course of Plaintiff and the Class members' employment with Defendants,
6 they were not paid all wages they were owed, including for all work performed (resulting in "off the
7 clock" work) and for all their overtime hours worked, or were not paid at the correct rates. This has
8 resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage
9 Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as
10 retail workers based out of Defendants' locations in California.

11 12. During Plaintiff's employment to Defendants, she worked as a Team Member at
12 Defendants' retail location in Tulare, California. As a Team Member, her job duties included
13 stocking freight merchandise, maintaining shelf organization, and provide on-site customer service
14 and assistance as needed.

15 13. Plaintiff generally worked 35 to 40 hours per week, and 5 shifts per week. Plaintiff's
16 scheduled hours were generally from 05:00 a.m. to 11:30 a.m. or 05:00 a.m. to 01:30 p.m. However,
17 due to the nature of Defendant's operations and its policies and practices, Plaintiff was required to
18 endure significant off-the-clock work. Occasionally, Plaintiff was required to wait in line for the time
19 clocks to be available in order to clock in for the start of her shift – this time went uncompensated
20 by Defendants. Additionally, Plaintiff would be required to have her personal cellphone on her at all
21 times to conduct work-related activities, such as responding to work-related communications from
22 management and co-workers, and using the work apps. Thus, Plaintiff worked more hours than she
23 was scheduled and paid for, including hours during her meal and rest breaks, which were consistently
24 interrupted or missed due to heavy work demands and chronic understaffing. Upon information and
25 belief, other Employees of the Class were subjected to the same policies and practices uniformly
26 applied and implemented by Defendants. Additionally, Plaintiff's meal periods were at times
27 interrupted or cut short in order to attend to pressing work-related demands from management and
28 Defendants' customers.

1 14. Defendants followed a similar unlawful practice, upon information and belief, against
2 other Employees in a concerted effort to limit and restrict regular and overtime hours earned by and
3 owing to Plaintiff and the Class members. Time worked off the clock also caused Plaintiff and the
4 Class members to work beyond eight hours in a shift. As a result of the above-described off the clock
5 work, Defendants failed to pay Plaintiff and the Class members overtime for the time spent at the
6 end of work shifts which Defendants did not record in any timekeeping or payroll records.

7 15. Moreover, Defendants paid Plaintiff and the similarly situated Class members non-
8 discretionary bonuses during their employment, which included a “Store Bonus” and “Delivery Pay”,
9 among others. On information and belief, if and when Defendants paid overtime premium wages,
10 they did so at a rate of less than 1.5 times Plaintiff’s regular rate of pay and failed to include these
11 bonuses to be paid in the regular rate used to calculate and pay overtime. Upon information and
12 belief, to the extent Defendants paid any other bonuses or other forms of remuneration for hours
13 worked in a pay period, Defendants also failed to include that in the regular rate of pay used to
14 calculate and pay overtime wages.

15 16. Plaintiff was not paid for all her hours worked at the required minimum, overtime and
16 double time wage rates due to Defendants’ policy and practice of requiring her to work off the clock
17 and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the
18 clock work resulted in Plaintiff and the Class members working past eight hours on a shift, which
19 required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus
20 systematically underpaid Plaintiff and the Class members by failing to pay them at the required
21 overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over
22 twelve in a day at the required double time rate. Upon information and belief, the Class members
23 were bound by similar scheduling and work policies which Defendants required them to follow and
24 endured similar violations at Defendants’ hands as Plaintiff.

25 17. Therefore, from at least four years prior to the filing of this lawsuit and continuing to
26 the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
27 worked and failing to pay minimum wages for all time worked, as required by California law. Also,
28 from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants

1 had a consistent policy or practice of failing to pay Employees overtime compensation at premium
2 overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and
3 double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code §
4 510 and the corresponding sections of IWC Wage Orders.

5 18. Defendants also failed to provide Plaintiff and the Class members with their required
6 thirty-minute meal periods and the at least two ten-minute rest breaks required for scheduled shifts
7 of eight hours. Demanding workloads and chronic understaffing contributed to Defendants' common
8 policy of failing to provide lawful meal periods to Plaintiff and the Class members, as required under
9 the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically
10 failed to authorize and permit Plaintiff and the employee Class Members to take all required 10-
11 minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

12 19. More specifically, Plaintiff worked shifts that entitled her to at least one meal period,
13 but Defendants' managers required Plaintiff and the Class members to prioritize attending to
14 customers over taking lawful meal periods. To whatever extent there was ever a schedule for meal
15 periods, it went by the wayside quickly as there always seemed to be a customer that needed
16 assistance. Chronic understaffing led to systematically late meal periods if they were provided at all,
17 and on-duty meal periods that were incessantly interrupted by customer and management demands
18 and required job duties and tasks.

19 20. The heavy workload and management expectations also contributed to Plaintiff and
20 the Class members working through meal periods or not taking them or taking them late so work
21 could be accomplished, or they were otherwise required to remain under Defendants' control during
22 meal periods. Therefore, meal period violations systematically occurred throughout all of Plaintiff's
23 work shifts where Defendants both failed to provide a lawful meal period and meal premium
24 payment. Upon information and belief, the other Class members were subjected to similar unlawful
25 policies and practices and endured similar violations as Plaintiff.

26 21. Defendants thus failed to provide all the legally required unpaid, off-duty meal
27 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class
28 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class

1 Members were required by Defendants to perform work, or otherwise remain under Defendants'
2 control, for shifts more than five hours in a workday without being provided a lawful, timely, and
3 duty-free 30-minute meal break. Additionally, when Plaintiff and the Class Members worked shifts
4 of more than ten hours, Defendants likewise failed to provide a second lawful, timely, and duty-free
5 30-minute meal break. Therefore, as addressed above, Defendants followed a practice of requiring
6 off the clock work, in a manner that would impact when Employees were to receive meal periods
7 and rest breaks, thus leading to further violations.

8 22. As a result, Defendants' failure to provide Plaintiff and the Class members with all
9 legally required off-duty, unpaid meal periods will be evidenced by Defendants' business records,
10 or lack thereof. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at
11 each Employee's effective hourly rate of pay, for each meal period that Defendants failed to provide
12 or deficiently provided.

13 23. Therefore, for at least four years prior to the filing of this action and through to the
14 present, Plaintiff and the Class members were unable to take off duty breaks or were otherwise not
15 provided with the opportunity to take required meal breaks due to Defendants' policies and practices.
16 On the occasions when Plaintiff and the Class members were provided with a meal period, it was
17 often untimely or interrupted, or was impermissibly shortened, and Employees were not provided
18 with one hour's wages in lieu thereof. Meal period violations thus occurred in one or more of the
19 following manners:

- 20 (a) Class members were not provided full thirty-minute duty free meal periods for
21 work days in excess of five hours and were not compensated one hour's wages in
22 lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the
23 applicable Industrial Welfare Commission Wage Order(s);
- 24 (b) Class members were required to work through at least part of their daily meal
25 period(s);
- 26 (c) Class members were provided meal periods after five hours of continuous work
27 during a shift;

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(d) Class members were restricted in their ability to take a full thirty-minute meal period and were essentially required to remain under Defendants' control during meal periods; and

(e) Class members were not provided second full thirty-minute duty free meal periods for work days in excess of ten hours;

24. Defendants also failed to authorize and permit Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. There were similar issues with the required net ten-minute rest breaks that Plaintiff and the Class members were unable to take as with meal periods. Defendants made no efforts or provided no emphasis on authorizing and permitting Employees to take net ten-minute rest breaks for every four hours of work. Given the constant job demands placed on her and Defendants' failure to adequately staff its retail stores to permit employees to take rest breaks, Plaintiff was routinely unable to take lawful, duty-free rest breaks. Instead, Plaintiff was required to remain on Defendants' premises to perform work-related duties, or otherwise remain under Defendants' control during times when she should have been enjoying a duty-free rest break. By uniformly requiring Plaintiff and the other similarly situated employees to remain under Defendants' control and on premises during rest breaks, Defendants committed systematic and ongoing rest break violations.

25. Defendants' management did not emphasize the requirement to provide at least one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If and when Plaintiff was permitted to take a ten-minute rest break on a shift, she was not permitted to take a second one or a third one or any breaks were untimely or impermissibly shortened. Further violations occurred as Plaintiff and the Class members were required to remain under Defendants' control by not being able to leave the premises and by Defendants' requirement that they remain ready to respond to work requirements and job demands.

26. Therefore, Defendants failed to authorize and permit Class members to take all their required rest breaks. Plaintiff and the other similarly situated Class members were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions and job demands. Defendants also failed to authorize

1 and permit Employees to leave the property premises during rest breaks, or else prevented them from
2 doing so, thus further evidencing Defendants' policy and practice of requiring Plaintiff and the Class
3 members to remain under their control during required off-duty rest breaks.

4 27. Defendants' policies and practices thus systematically deny and denied Plaintiff and
5 the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods.
6 The California Supreme Court has instructed that the rest period requirement obligates employers to
7 permit and authorize employees to take-off-duty rest periods. That is, during rest periods employers
8 must relieve employees of all duties and relinquish control over how employees spend their time.
9 Plaintiff and the Class members were and are under Defendants' control when they are working
10 through rest breaks, and Defendants failed to schedule or account for required first, second, and third
11 rest breaks during the shifts Plaintiff and the Class members generally worked.

12 28. Plaintiff and the Employees in the Class were not authorized and permitted to take
13 lawful rest periods, were systematically required by Defendants to work through or during breaks,
14 and were not provided with one hour's wages in lieu thereof. They were required to remain on duty
15 during breaks or portions of their breaks, thus making them either untimely or shortened and on-
16 duty, and they were also prevented from leaving the premises during rest breaks under Defendants'
17 policies and practices. Rest period violations therefore arose in one or more of the following manners:

- 18 (a) Class members were required to work without being provided a minimum ten
19 minute rest period for every four hours or major fraction thereof worked and
20 were not compensated one hour of pay at their regular rate of compensation
21 for each workday that a rest period was not provided;
- 22 (b) Class members were not authorized and permitted to take timely rest periods
23 for every four hours worked, or major fraction thereof;
- 24 (c) Class members were required to remain on duty and under Defendants'
25 control during rest periods or otherwise had their rest periods interrupted by
26 work demands; and
- 27 (d) Class members were not provided third ten-minute duty free rest periods for
28 work days in excess of ten hours.

1 29. Defendants have also consistently failed to provide Class members with timely,
2 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
3 including by the above-described requirement of off the clock work, failure to pay all overtime and
4 double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay
5 premium wages for unprovided or otherwise unlawful meal and rest breaks, and by the systematic
6 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
7 difficult to account with precision for the unlawfully withheld wages and meal and rest period
8 compensation owed to Plaintiff and the Class, during the liability period, including because they did
9 not implement and preserve a record-keeping method as required for non-exempt employees by
10 California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders.
11 Upon information and belief, time clock punches were not maintained or were not accurately
12 maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for
13 all regular and overtime hours worked and submitted by Plaintiff and the Class members, including
14 by failing to pay all overtime hours at the correctly calculated overtime premium rate.

15 30. Defendants also provided Plaintiff and the Class members with wage statements that
16 failed to accurately report all hours worked and applicable hourly rates for all hours worked. For the
17 same reasons as explained above, Plaintiff and the Class members were provided with unlawful wage
18 statements that failed to reflect all hours worked and failed to pay for all overtime hours or failed to
19 pay overtime wages at the correct overtime premium rate. Defendants followed this unlawful policy
20 and practice even though both Plaintiff and Defendants were aware that Plaintiff and the Class
21 members worked more total hours than were reflected on the wage statements, including overtime
22 hours. Plaintiff and the Employees in the Class were unable to discern from their wage statements
23 alone the actual hours they worked in total during a pay period and the rates they were paid for those
24 hours worked.

25 31. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately
26 reporting total hours worked and total wages earned by Plaintiff and the Class members, along with
27 the appropriate applicable rates, among others requirements. Defendants have also failed to comply
28 with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records

1 showing when the employee begins and ends each work period, meal periods, and wages earned
2 pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all
3 deductions from payment of wages and accurately reporting total hours worked.

4 32. The failure to maintain accurate timekeeping and payroll records perpetrated by
5 Defendants has also been exacerbated by other off the clock work Defendants required their
6 Employees to endure. Plaintiff was habitually compelled to arrive on site at least 3-5 minutes early
7 prior to the start of her shift in order to get to the time clock and clock in on time. If Plaintiff did not
8 arrive early, she would not have been able to clock-in on time, and she would face discipline from
9 management. Accordingly, Plaintiff was not permitted to record her time entries from the moment
10 she actually started working. Furthermore, Defendants have either failed to maintain timekeeping
11 records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock
12 work Defendants' required and the actual hours Plaintiff worked. By failing to pay for all hours
13 worked, Defendants have committed knowing and intentional ongoing violations of the record
14 keeping requirements under the Labor Code § 1174.

15 33. Defendants required Plaintiff and the Class members to work hours off the clock for
16 which they were not compensated. They were also required to endure off the clock work addressed
17 above during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay
18 all overtime premium wages owed for work conducted on a work shift, as addressed above.
19 Therefore, Defendants have followed a uniform and consistent policy of failing to timely pay all
20 wages owed to Plaintiff and other similarly situated Employees as required by California wage-and-
21 hour laws, including Labor Code § 204. Furthermore, Defendants have followed a uniform and
22 consistent policy of failing to pay all wages owed to those Class members at the time of their
23 termination or within seventy-two hours of their resignation, as required by California wage-and-
24 hour laws, including under Labor Code § 203.

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1 34. As a result of these illegal policies and practices, Defendants also engaged in and
2 enforced the following additional unlawful practices and policies against Plaintiff and the Class
3 members she seeks to represent:

- 4 (a) failing to pay Class members all wages owed, including all meal and rest
5 period premium wages in violation of Labor Code § 226(a);
6 (b) failing to maintain accurate records of Class members' hours worked and
7 earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d)
8 and section 7 of the applicable IWC Wage Orders;
9 (c) failing to pay all wages owed to the Class members twice monthly in
10 accordance with the requirements of Labor Code § 204; and
11 (d) failing to pay all wages owed to Class members who either were discharged,
12 laid off, or resigned in accordance with the requirements of Labor Code §§
13 201, 202, 203.

14 35. As a result of the above-described unlawful requirements to work off the clock, the
15 failure to accurately record all hours worked and the other wage violations they endured at
16 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and all
17 wages owed to them by Defendants, including when working more than eight hours in any given day
18 and/or more than forty hours in any given week. Moreover, Defendants' unlawful policies and
19 practices resulted in Plaintiff and Class members incurring overtime hours worked for which they
20 were not adequately and completely compensated, in addition to the hours they were required to
21 work off the clock at their regular rates. The failure to pay for all hours worked and underpayment
22 of wages to Plaintiff and the Class members is and has been a direct consequence of Defendants'
23 unlawful compensation policies and practices, which upon information and belief applied uniformly
24 to the Class members working at Defendants' locations and facilities.

25 36. As a result of the above-described unlawful requirements to work off the clock, the
26 failure to accurately record all hours worked and pay wages at the correct rates, the failure to
27 compensate employees for time under Defendants' control and the other wage violations they
28 endured at Defendants' hands, Plaintiff and the Class members were not properly paid all wages

1 earned and all wages owed to them by Defendants, including when working more than eight hours
2 in any given day and/or more than forty hours in any given week.

3 37. Therefore, from at least four years prior to the filing of this lawsuit and continuing to
4 the present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting
5 or deducting the Employees' earned wages, including by requiring off the clock work during breaks
6 and before and after work shifts and accordingly underpaying overtime wages and meal and rest
7 break premiums. By not compensating Employees for all hours worked and under Defendants'
8 control at the correct rates, Defendants unlawfully deducted wages earned by and owed to Plaintiff
9 and the Class members, in violation of Labor Code § 221.

10 38. Additionally, from at least four years prior to the filing of this lawsuit and continuing
11 to the present, Defendants have regularly required Plaintiff and the Class members to incur necessary
12 business expenses in the course of performing their required job duties without reimbursement. These
13 included the cell phone-related expenses Plaintiff incurred in responding to calls from management.
14 Moreover, Plaintiff was required to purchase her own tools, such as box cutters and replacement
15 blades, to perform her job duties. Also, Plaintiff was required to pay for maintenance of her company
16 uniforms, which were necessary for her work. Plaintiff and the Class members must be reimbursed
17 for these necessary business expenses under Labor Code § 2802, and Defendants systematically
18 failed to do so.

19 39. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
20 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7,
21 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199,
22 2802, and California Code of Regulations, Title 8, section 11000 *et seq.*

23 40. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
24 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants
25 have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent
26 practices alleged in this Complaint.

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CLASS ALLEGATIONS

41. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” This includes all hourly retail service employees and those in similar and related positions. Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

(a) Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

(b) Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

(c) Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

(d) Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

(e) Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

(f) Subclass 6. Payroll Records Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

(g) Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants’ policy and practice of not timely paying all wages

1 earned when they were due and payable at least twice monthly.

2 (h) Subclass 8. Termination Pay Subclass. All Class members who, within the
3 applicable limitations period, either voluntarily or involuntarily separated from their employment
4 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
5 termination.

6 (i) Subclass 9. Unauthorized Deductions from Wages Subclass. All Class
7 members who were subject to Defendants' policy and/or practice of deducting wages earned from
8 their pay, including by requiring off the clock work.

9 (j) Subclass 10. Expense Reimbursement Subclass. All Class members who
10 incurred necessary and reasonable expenses in connection with performing their job duties for
11 Defendants and subject to a policy and/or practice under which such expenses were not reimbursed.

12 (k) Subclass 11. UCL Subclass. All Class members who are owed restitution as
13 a result of Defendants' business acts and practices, to the extent such acts and practices are found to
14 be unlawful, deceptive, and/or unfair.

15 42. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
16 the class description with greater particularity or to provide further division into subclasses or
17 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
18 against Defendants, the Class Period should be adjusted accordingly.

19 43. Defendants, as a matter of company policy, practice and procedure, and in violation
20 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
21 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
22 a practice whereby Defendants failed to correctly calculate and pay compensation for the time
23 worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the benefit
24 of this work, required Employees to perform this work and permitted or suffered to permit this work.
25 Defendants have uniformly denied these Class members wages to which these employees are
26 entitled, and failed to provide meal periods or authorize and permit rest periods, in order to unfairly
27 cheat the competition and unlawfully profit.

28 ///

1 44. This action has been brought and may properly be maintained as a class action under
2 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest
3 in this litigation and the proposed Class is easily ascertainable from the employment records for
4 Plaintiff and the Class members that Defendants are required to maintain under California law.

5 **A. Numerosity**

6 45. The potential members of the Class as defined are so numerous that joinder of all the
7 Class members is impracticable. While the precise number of Class member has not been determined
8 at this time, Plaintiff is informed and believes that Defendants employ or, during the time period
9 relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class definition
10 within the State of California. Plaintiff alleges that Defendants' employment records will provide
11 information as to the number and location of all Class members.

12 **B. Commonality**

13 46. There are questions of law and fact common to the Class that predominate over any
14 questions affecting only individual Class members. The common questions are numerous and
15 substantial and flow from Defendants' uniform policies and/or practices of violating the California
16 Labor Code addressed above. As such, these common questions predominate over individual
17 questions concerning each individual Class Member's showing as to his or her eligibility for recovery
18 or as to the amount of damages. These common questions of law and fact include:

- 19 (a) Whether Defendants failed to pay Employees minimum wages;
20 (b) Whether Defendants failed to pay Employees wages for all hours worked;
21 (c) Whether Defendants failed to pay Employees overtime as required under
22 Labor Code § 510;
23 (d) Whether Defendants violated Labor Code § 1194 by failing to compensate all
24 Employees during the relevant time period for all hours worked, whether
25 regular or overtime;
26 (e) Whether Defendants violated Labor Code §§ 226.7 and 512, and the
27 applicable IWC Wage Orders, by failing to provide Employees with requisite
28 meal periods or premium pay in lieu thereof;

- (f) Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- (g) Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- (h) Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- (i) Whether Defendants violated Labor Code §§ 226, 1174, 1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- (j) Whether Defendants' conduct was willful;
- (k) Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- (l) Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- (m) Whether Defendants violated Labor Code § 221;
- (n) Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- (o) Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- (p) Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

47. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for the

1 off the clock work and meal and rest violations they were required to endure are typical of those of
2 the other Class members.

3 **D. Adequacy of Representation**

4 48. Plaintiff will fairly and adequately represent and protect the interest of the Employee
5 Class members. Counsel who represents Plaintiff and the Employees in the Class are experienced
6 and competent in litigating employment class actions.

7 **E. Superiority of Class Action**

8 49. A class action is superior to other available means for the fair and efficient
9 adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions
10 of law and fact common to all Employees predominate over any questions affecting only individual
11 Employees. Each Employee in the Class has been damaged and is entitled to recovery by reason of
12 Defendants' illegal policies or practices of failing to compensate Employees properly.

13 50. As to the issues raised in this case, a class action is superior to all other methods for
14 the fair and efficient adjudication of this controversy, as joinder of all Class members is impracticable
15 and many legal and factual questions to be adjudicated apply uniformly to all Class members.
16 Further, as the economic or other loss suffered by vast numbers of Class members may be relatively
17 small, the expense and burden of individual actions makes it difficult for the Class members to
18 individually redress the wrongs they have suffered. Moreover, in the event disgorgement is ordered,
19 a class action is the only mechanism that will permit the employment of a fluid fund recovery to
20 ensure that equity is achieved. There will be relatively little difficulty in managing this case as a class
21 action, and proceeding on a class-wide basis will permit Employees to vindicate their rights for
22 violations they endured which they would otherwise be foreclosed from receiving in a multiplicity
23 of individual lawsuits that would be cost prohibitive to them.

24 51. Class action treatment will allow those persons similarly situated to litigate their
25 claims in the manner that is most efficient and economical for the parties and the judicial system.
26 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
27 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would set
28 forth the subject and nature of the instant action. The Defendants' own business records can be

utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notice is required additional media and/or mailings can be used.

52. Defendants, as prospective and actual employers of the Employees in the Class, had a special fiduciary duty to disclose to prospective Class members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon the similarly situated Employees as well as the effect of any alleged arbitration agreements that may have been forced upon them. In addition, Defendants knew they possessed special knowledge about pay practices and policies, most notably intentionally refusing to pay for all hours actually worked which should have been recorded in Defendants' pay records and the consequence of the alleged arbitration agreements and policies and practices on the Employees and Class as a whole.

53. Plaintiff and the Employees in the Class did not discover the fact that they were entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there any discussion about Plaintiff's and the Class members' waiver of their Constitutional rights of trial by jury, to collectively organize and oppose unlawful pay practices under California law as well as obtain injunctive relief preventing such practices from continuing. As a result, the applicable statutes of limitation tolled until such time as Plaintiff and the Class members discovered their claims.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

54. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

55. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to wait in line to access the time clock prior to clocking in for the start of her shift, and to remain on duty and under Defendants' control during breaks due to the work demands placed upon them by Defendants' management and customers. Defendants' uniformly applied policies required systematic off the clock work and underpayment of all wages

1 owed to Employees over a period of time, while benefiting Defendants.

2 56. During the relevant time period, Defendants thus regularly failed to pay minimum
3 wages to Plaintiff and the Class members, including by requiring systematic off the clock work. To
4 the extent any local wage ordinances were also applicable to paying the employees an hourly rate
5 above the minimum wage rate, Defendants failed to comply with the local wage ordinances.
6 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
7 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
8 denied accurate compensation to Plaintiff and the other members of the Class as to payment of
9 minimum wage.

10 57. In California, employees must be paid at least the applicable state minimum wage for
11 all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs
12 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders.

13 58. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
14 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to
15 employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable
16 minimum wage rate fixed by the commission for work during the relevant period is found in the
17 Wage Orders.

18 59. The minimum wage provisions of California Labor Code are enforceable by private
19 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work
20 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
21 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of
22 the full amount of this minimum wage or overtime compensation, including interest thereon,
23 reasonable attorney's fees and costs of suit."

24 60. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
25 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
26 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
27 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
28 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in

1 the absence of a contractually agreed upon one.

2 61. In committing these violations of the California Labor Code, Defendants inaccurately
3 recorded, or required Plaintiff and the Class members to input times that did not reflect their actual
4 hours worked, or miscalculated hours or rates or otherwise underpaid the actual time worked by
5 Plaintiff and other members of the Class, including by requiring off the clock work as addressed in
6 detail above. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and
7 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
8 requirements and other applicable laws and regulations. As a result of these violations, Defendants
9 also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

10 62. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are further
11 entitled to the following remedies: “In any action under Section 1194 . . . to recover wages because
12 of the payment of a wage less than the minimum wages fixed by an order of the commission, an
13 employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully
14 unpaid and interest thereon.”

15 63. Plaintiff and the Class members are entitled to recover the unpaid minimum wages
16 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
17 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
18 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members
19 of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs,
20 as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the
21 California Labor Code and/or other applicable statutes.

22 64. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
23 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial failure
24 to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
25 employee minimum wages.

26 65. Defendants have the ability to pay minimum wages for all time worked and have
27 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
28 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

66. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. To the extent minimum wage compensation is determined to be owed to the Class members who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Class members. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

67. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

68. California Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action may be maintained directly against the employer in an employee’s name without first filing a claim with the Division of Labor Standards and Enforcement.

69. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

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1 70. Defendants had a consistent policy of not paying Employees wages for all hours
2 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
3 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants have
4 also failed to pay overtime when it was incurred due to the off the clock work, as detailed above.

5 71. Moreover, when Defendants paid Plaintiff and the similarly situated Class members
6 non-discretionary bonuses during their employment, including “Store Bonus[es]” and “Delivery
7 Pay” bonuses, they failed to include these bonuses to be paid in the regular rate used to calculate and
8 pay overtime. To the extent Defendants paid any other bonuses or other forms of remuneration for
9 hours worked in a pay period, Defendants also failed to include that in the regular rate of pay used
10 to calculate and pay overtime wages.

11 72. Defendants thus had a consistent policy of not paying Employees wages for all hours
12 worked, including hours at their required regular, overtime, and double-time rates. Defendants, and
13 each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain
14 employees’ hours, including Plaintiff’s, or required Plaintiff and the Class members to do so, or
15 otherwise caused them to work off the clock to avoid paying Plaintiff and the Class members all
16 earned and owed straight time and overtime wages and other benefits, in violation of the California
17 Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth
18 by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions
19 by requiring Plaintiff and the Class members to work through meal periods or remain under
20 Defendants’ control when they were required to be clocked out or to otherwise work off the clock to
21 complete their daily job duties and respond to demands from customers and managers.

22 73. Therefore, Employees were not properly compensated, nor were they paid overtime
23 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
24 Based on information and belief, Defendants did not make available to Employees a reasonable
25 protocol for correcting time records when Employees worked overtime hours or to fix incorrect time
26 entries or those that Defendants unlawfully under-recorded to the Employee’s detriment. Defendants
27 have also violated these provisions by requiring Plaintiff and other similarly situated Class members
28 to work through meal periods when they were required to be clocked out or to otherwise work off

1 the clock to complete their daily job duties.

2 74. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
3 regular wages owed and overtime compensation for all hours worked, as required by California law,
4 violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable IWC
5 Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the regular rate
6 used to calculate and pay overtime, and meal and rest premiums, as addressed above.

7 75. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
8 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
9 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
10 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
11 pay period for which the employee was underpaid in addition to an amount sufficient to recover
12 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
13 employee for each pay period for which the employee was underpaid in addition to an amount
14 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
15 the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in this section
16 are in addition to any other civil or criminal penalty provided by law." Defendants have violated
17 provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
18 Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor Code § 558.

19 76. Defendants' failure to pay compensation in a timely fashion also constituted a
20 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
21 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision
22 of the California Labor Code, Defendants have failed to pay all wages and overtime compensation
23 earned by Employees. Each such failure to make a timely payment of compensation to Employees
24 constitutes a separate violation of California Labor Code § 204.

25 77. Employees have been damaged by these violations of California Labor Code §§ 204
26 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under Labor
27 Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100
28 for causing Employees "to work for longer hours than those fixed, or under conditions of labor

1 prohibited by an order of the commission” or if the employer pays “a wage less than the minimum
2 fixed by an order of the commission” or “violates...any provision of this chapter or any order or
3 ruling of the commission.”

4 78. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
5 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
6 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all
7 their unpaid wages and overtime compensation for all their hours worked, with interest, plus their
8 reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against
9 Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other
10 applicable statutes.

11 **THIRD CAUSE OF ACTION**

12 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

13 **(Against All Defendants)**

14 79. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 80. Employees regularly worked shifts greater than five (5) hours and in some instances,
17 greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC
18 Wage Order, an employer may not employ someone for a shift of more than five (5) hours without
19 providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more
20 than ten (10) hours without providing a second meal period of not less than thirty (30) minutes.

21 81. Defendants failed to provide Employees with meal periods as required under the
22 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
23 to work or to otherwise remain under Defendants’ control during meal periods, or Defendants
24 provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise
25 had them shortened and interrupted by work demands and requirements to perform off the clock
26 work and remain under Defendants’ control. Furthermore, Defendants would require Employees to
27 record that they took a thirty-minute meal periods, despite continuing to work, so that it would appear
28 as if compliant meal periods were taken. Upon information and belief, on the occasions when

1 Employees worked more than ten hours in a given shift, they did so without receiving a second
2 uninterrupted thirty-minute meal period as required by law.

3 82. Defendants thus failed to provide Plaintiff and the Class members with meal periods
4 as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by
5 not providing them with the opportunity to take meal breaks, by providing them late or for less than
6 thirty minutes, or by requiring them to perform work during breaks.

7 83. Moreover, Defendants failed to compensate Employees for each meal period not
8 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
9 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
10 a meal period in accordance with this section, the employer shall pay the employee one (1) hour of
11 pay at the employee's regular rate of compensation for each workday that the meal period is not
12 provided. Defendants thus failed to compensate the Employees in the Class for each meal period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
14 of the applicable IWC Wage Order.

15 84. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable
16 IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to one (1) hour
17 of wages at their effective hourly rates of pay for each meal period not provided or deficiently
18 provided, a sum to be proven at trial, as well as the assessment of any statutory penalties against the
19 Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and
20 applicable IWC Wage Order paragraphs.

21 **FOURTH CAUSE OF ACTION**

22 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

23 **(Against All Defendants)**

24 85. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 86. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
27 that employers must authorize and permit all employees to take rest periods at the rate of ten minutes
28 net rest time per four (4) work hours.

1 87. Employees consistently worked consecutive four hour shifts and were generally
2 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit
3 them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage
4 Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive
5 four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than
6 ten minutes for each consecutive four hour shift. Defendants made no effort to authorize and permit
7 Plaintiff and the Class members to take lawful rest breaks. Furthermore, Employees were often
8 required to work or to otherwise remain under Defendants' control during rest periods, including by
9 responding to work requirements, and had breaks provided untimely as a result of the above
10 described off the clock work.

11 88. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders
12 provide that if an employer fails to provide an employee rest period in accordance with this section,
13 the employer shall pay the employee one hour of pay at the employee's regular rate of compensation
14 for each workday that the rest period is not provided. Defendants failed to do so.

15 89. Defendants, and each of them, have therefore intentionally and improperly denied rest
16 periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
17 paragraph 12 of the applicable IWC Wage Orders.

18 90. Defendants failed to authorize and permit Plaintiff and the Class members to take rest
19 periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with
20 an additional hour of pay at each Employee's hourly rate for each day that Defendants failed to
21 provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12
22 and 20 of the applicable IWC Wage Orders. Defendants thus failed to compensate the Employees in
23 the Class for each rest period not provided or inadequately provided, as required under Labor Code
24 § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

25 91. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable
26 IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour of wages at
27 their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be
28 proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of

1 them, in a sum as provided by the Labor Code and/or other statutes.

2 **FIFTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 226(a)**

4 **(Against All Defendants)**

5 92. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 93. California Labor Code § 226(a) requires an employer to furnish each of his or her
8 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
9 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
10 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
11 the employee's wages; or, if wages are paid by cash or personal check, these statements may be given
12 to the employee separately from the payment of wages; in either case the employer must give the
13 employee these statements twice a month or each time wages are paid.

14 94. Defendants failed to provide Plaintiff and the similarly situated Employee Class
15 members with accurate itemized wage statements in writing, as required by the Labor Code and
16 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
17 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
18 including for all overtime and double time hours worked and for deficient meal periods and rest
19 breaks, all of which Defendants knew or reasonably should have known were owed to the
20 Employees, as alleged above.

21 95. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff
22 and the Class members, upon each payment of wages, itemized statements accurately showing: (1)
23 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
24 and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6)
25 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
26 only the last four digits of his or her social security number or an employee identification number
27 other than a social security number, (8) the name and address of the legal entity that is the employer
28 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of

1 hours worked at each hourly rate by the employee pursuant to Labor Code § 226 and paragraph 7 of
2 the applicable IWC Wage Orders, amongst other statutory requirements. Defendants knowingly and
3 intentionally failed to provide Plaintiff and the Class members with such timely and accurate wage
4 and hour statements.

5 96. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
6 and intentional failure to provide them with the wage and hour statements as required by law and are
7 presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
8 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
9 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
10 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the wage
11 statement alone one or more of the following: (i) The amount of the gross wages or net wages paid
12 to the employee during the pay period or any of the other information required to be provided on the
13 itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii)
14 Which deductions the employer made from gross wages to determine the net wages paid to the
15 employee during the pay period, (iii) The name and address of the employer and, (iv) The name of
16 the employee and only the last four digits of his or her social security number or an employee
17 identification number other than a social security number. For purposes of Labor Code § 226(e)
18 "promptly and easily determine" means a reasonable person [i.e. an objective standard] would be
19 able to readily ascertain the information without reference to other documents or information.

20 97. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
21 are required "to pay each employee, on the established payday for the period involved, not less than
22 the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code §
23 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under
24 conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may
25 therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of
26 the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC
27 Wage Orders.

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98. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the Class suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

99. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to an award of costs and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5

(Against All Defendants)

100. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

101. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

102. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and premium pay as discussed above and failing to document and pay for actual hours worked.

103. Defendants are also required by the California Labor Code § 1198 and the applicable Wage Order to maintain a tracking system that accurately records the times during which Employees work.

104. Defendants have maintained a common unlawful policy and practice of failing to accurately record all hours worked and all meal period start and end times.

105. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them.

106. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

107. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

108. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. This included failing to pay all wages due and owing to Plaintiff and the Class members for all hours they worked, and by failing to pay all tips and gratuities owed to Plaintiff and the Class members timely during the pay period in which they were earned due to the managers illegally taking tips. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period.

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1 109. All wages due and owing to Plaintiff and the Class members, including as required
2 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required
3 by Labor Code § 1194 and other sections became due and payable to each employee in each pay
4 period that he or she was not provided with a meal period or rest period or paid straight or overtime
5 wages to which he or she was entitled.

6 110. Defendants violated Labor Code § 204 by systematically refusing to timely pay wages
7 due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable
8 IWC Wage Orders, employers are required “to pay each employee, on the established payday for the
9 period involved, not less than the applicable minimum wage for all hours worked in the payroll
10 period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than
11 those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff
12 and the Class members may therefore pursue damages and penalties for violations of Labor Code §
13 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20
14 of the applicable IWC Wage Orders.

15 111. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
16 represent have been deprived of wages in amounts to be determined at trial, and they are entitled to
17 recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to
18 Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
19 Wage Orders.

20 **EIGHTH CAUSE OF ACTION**
21 **VIOLATION OF LABOR CODE § 203**
22 **(Against All Defendants)**

23 112. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 113. Plaintiff and numerous Class members are no longer employed by Defendants; they
26 either quit Defendants’ employ or were fired therefrom.

27 114. Defendants failed to pay these Employees all wages due and certain at the time of
28 termination or within seventy-two hours of resignation. The wages withheld by Defendants remained

1 due and owing for more than thirty days from the date of separation from employment.

2 115. Defendants thus failed to pay Plaintiff and the Class members without abatement, all
3 wages as defined by applicable California law. Among other things, these Employees were not paid
4 all regular and overtime wages, including by Defendants failing to pay for all hours worked or
5 requiring off the clock work or by unlawfully under-recording time entries to the detriment of
6 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest
7 periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
8 required time was willful within the meaning of Labor Code § 203.

9 116. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
10 are required "to pay each employee, on the established payday for the period involved, not less than
11 the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code §
12 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under
13 conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may
14 therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of
15 the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC
16 Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants
17 are subject to a fine of not less than \$100 for causing Employees "to work for longer hours than those
18 fixed, or under conditions of labor prohibited by an order of the commission" or if the employer pays
19 "a wage less than the minimum fixed by an order of the commission" or "violates...any provision of
20 this chapter or any order or ruling of the commission."

21 117. Defendants' failure to pay wages, as alleged, entitles Plaintiff and these former
22 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of the
23 IWC Wage Orders as addressed above, including the requirement that an employee's wages shall
24 continue until paid for up to thirty (30) days from the date they were due.

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NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

118. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

119. Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

120. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off the clock work, by miscalculating overtime, and by not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff and the other Class members, as alleged above. By not compensating Employees for all hours worked and meal and rest period premiums, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

121. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

TENTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802
(Against All Defendants)

122. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

123. Plaintiff is informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Class members to pay for necessary work related expenses they incurred. These included the cell phone-related expenses Plaintiff and the Class members incurred in responding to calls from management and co-workers. Moreover, Plaintiff and the Class members incurred expenses in purchasing their own tools, such as box cutters and replacement blades, to perform their job duties. Also, Plaintiff and the Class members were required

1 to pay for maintenance of her company uniforms, which were necessary for her work. Plaintiff and
2 the Class members must be reimbursed for these necessary business expenses under Labor Code §
3 2802 and Defendants systematically failed to do so.

4 124. Defendants thus followed a uniform policy and practice of failing to reimburse
5 Employees for these necessary work related expenses or losses incurred in direct discharge of their
6 job duties during employment with Defendants and at the direction of the Defendants pursuant to
7 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

8 125. Defendants' knowing and willful failure to reimburse lawful necessary work related
9 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
10 things, Defendants did not inform employees of their right to be reimbursed for those work related
11 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard to
12 their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
13 necessary expenses was an expected and essential function of their employment with Defendants and
14 that failure to incur those expenses would have adverse consequences on their employment.

15 126. Therefore, Plaintiff and the Class members are entitled to reimbursement for any and
16 all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9 of the
17 applicable IWC Wage Orders, incurred during the direct discharge of their duties while employed
18 by Defendants, as well as accrued interest on those expenses that were not reimbursed from the date
19 Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the Class members
20 are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

21 **ELEVENTH CAUSE OF ACTION**

22 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

23 **(Against All Defendants)**

24 127. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein. Plaintiff, on behalf of herself, the Employees in the Class, and the general public, brings
26 this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
27 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
28 and the general public. Plaintiff seeks to enforce important rights affecting the public interest within

1 the meaning of Code of Civil Procedure § 1021.5.

2 128. Plaintiff is a “person” within the meaning of Business & Professions Code
3 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
4 relief, restitution, and other appropriate equitable relief.

5 129. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
6 practices. By the conduct alleged herein, Defendants’ practices were deceptive and fraudulent in that
7 Defendants’ policy and practice failed to provide the required amount of compensation for missed
8 meal and rest breaks, and failed to adequately compensate Plaintiff and Class members for all hours
9 worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to
10 the applicable California Labor Code and Industrial Welfare Commission requirements in violation
11 of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue
12 injunctive and equitable relief, pursuant to California Business & Professions Code § 17203,
13 including restitution of wages wrongfully withheld.

14 130. Wage-and-hour laws express fundamental public policies. Paying employees their
15 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
16 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to
17 enforce minimum labor standards, to ensure that employees are not required or permitted to work
18 under substandard and unlawful conditions, and to protect law-abiding employers and their
19 employees from competitors who lower costs to themselves by failing to comply with minimum
20 labor standards.

21 131. Defendants have violated statutes and public policies. Through the conduct alleged in
22 this Complaint Defendants have acted contrary to these public policies, have violated specific
23 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
24 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
25 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
26 guaranteed to all employees under the law.

27 132. Defendants’ conduct, as alleged above, constitutes unfair competition in violation of
28 the Business & Professions Code § 17200 *et seq.*

133. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore, their conduct violates the Business & Professions Code § 17200 *et seq.*

134. By the conduct alleged herein, Defendants have engaged and continue to engage in a business practice which violates California and federal law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should issue declaratory and other equitable relief pursuant to California Business & Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

135. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

136. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

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1 4. For compensatory damages in the amount of all unpaid wages, including overtime
2 and double-time pay, as may be proven;

3 5. For compensatory damages in the amount of the hourly wage made by Employees for
4 each missed or deficient meal period where no premium pay was paid therefor from four (4) years
5 prior to the filing of this action, as may be proven;

6 6. For compensatory damages in the amount of the hourly wage made by Employees for
7 each day requisite rest breaks were not provided or were deficiently provided where no premium pay
8 was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;

9 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

10 8. For penalties pursuant to Labor Code § 1174.5, as may be proven;

11 9. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

12 10. For restitution and/or damages and penalties for Defendants' failure to pay all wages
13 due twice monthly under Labor Code § 204, as may be proven;

14 11. For restitution and/or damages for all amounts unlawfully withheld from the wages
15 for all class members in violation of Labor Code § 221, as may be proven;

16 12. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired
17 in an amount equal to their daily wage times thirty (30) days, as may be proven;

18 13. For damages and restitution for failure to reimburse all reasonable and necessary
19 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

20 14. For restitution for unfair competition pursuant to Business & Professions Code
21 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

22 15. For other wages and penalties under the Labor Code as may be proven;

23 16. For all general, special, and incidental damages as may be proven;

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1 17. For an order enjoining Defendants and their agents, servants, and employees, and all
2 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
3 adumbrated in this Complaint;

4 18. For an award of pre-judgment and post-judgment interest;

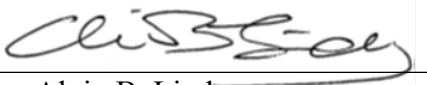
5 19. For an award providing for the payment of the costs of this suit;

6 20. For an award of attorneys' fees; and

7 21. For such other and further relief as this Court may deem proper and just.

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9 DATED: January 23, 2026

D.LAW, INC.

10
11 By 
12 Alvin B. Lindsay
13 William Tran
14 Attorneys for Plaintiff SHANTAL A
15 CASTRO and the putative class
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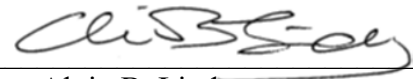
DEMAND FOR JURY TRIAL

Plaintiff SHANTAL A CASTRO hereby demands trial of her claims by jury to the extent authorized by law.

DATED: January 23, 2026

D.LAW, INC.

By



Alvin B. Lindsay

William Tran

Attorneys for Plaintiff SHANTAL A
CASTRO and the putative class