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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ORANGE**

SARAH DULFER, an individual, on  
behalf of herself and on behalf of all  
persons similarly situated,

Plaintiff,

vs.

WEST COAST SELF-STORAGE  
GROUP, LLC, a Limited Liability  
Company; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 30-2023-01359316-CU-OE-  
CXC

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

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

1 8. FAILURE TO PROVIDE WAGES  
2 WHEN DUE IN VIOLATION OF CAL.  
3 LAB. CODE §§ 201, 202 AND 203;  
4 9. FAILURE TO PAY SICK PAY  
5 WAGES IN VIOLATION OF CAL. LAB  
6 CODE §§201-203, 233, 246;  
7 10. CONSTRUCTIVE DISCHARGE  
8 *AND OTHER* ADVERSE  
9 EMPLOYMENT ACTIONS IN  
10 VIOLATION OF PUBLIC POLICY; and,  
11 11. VIOLATION OF THE PRIVATE  
12 ATTORNEYS GENERAL ACT [LABOR  
13 CODE §§ 2698, et seq.]

14 **DEMAND FOR A JURY TRIAL**

15  
16 Sarah Dulfer (“PLAINTIFF”), an individual, on behalf of herself and all other similarly  
17 situated current and former employees alleges on information and belief, except for her own acts  
18 and knowledge which are based on personal knowledge, the following.  
19

20 **THE PARTIES**

21 1. West Coast Self-Storage Group, LLC (“DEFENDANT”) is a limited liability  
22 company that at all relevant times mentioned herein conducted and continues to conduct  
23 substantial business in California.  
24

25 2. DEFENDANT provides storage services in California.

26 3. PLAINTIFF was employed by DEFENDANT in California from January of 2020  
27 to May of 2023 and was at all times classified by DEFENDANT as a non-exempt employee,  
28 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment  
of minimum and overtime wages due for all time worked.

4. PLAINTIFF brings this Class Action on behalf of herself and a California class,  
defined as all individuals who are or previously were employed by DEFENDANT who were  
classified as non-exempt in the State of California (the “CALIFORNIA CLASS”) at any time  
during the period beginning November 3, 2019 through April 26, 2025 (the “CALIFORNIA

1 CLASS PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA  
2 CLASS Members is under five million dollars (\$5,000,000.00).

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

14 6. The true names and capacities, whether individual, corporate, subsidiary,  
15 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are  
16 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious  
17 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this  
18 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when  
19 they are ascertained. PLAINTIFF is informed and believes, and based upon that information  
20 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through  
21 50, inclusive, are responsible in some manner for one or more of the events and happenings  
22 that proximately caused the injuries and damages hereinafter alleged.

23 7. The agents, servants and/or employees of the Defendants and each of them  
24 acting on behalf of the Defendants acted within the course and scope of his, her or its  
25 authority as the agent, servant and/or employee of the Defendants, and personally  
26 participated in the conduct alleged herein on behalf of the Defendants with respect to the  
27 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to  
28 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and

1 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result  
2 of the conduct of the Defendants' agents, servants and/or employees.

### 3 4 **THE CONDUCT**

5 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT  
6 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time  
7 worked, meaning the time during which an employee is subject to the control of an  
8 employer, including all the time the employee is suffered or permitted to work.  
9 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without  
10 paying them for all the time they are under DEFENDANT's control. Among other things,  
11 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to  
12 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by  
13 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal  
14 break. DEFENDANT, as a matter of established company policy and procedure, administers  
15 a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and  
16 CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the  
17 course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less  
18 than they would have been paid had they been paid for actual recorded time rather than  
19 "rounded" time. Additionally, DEFENDANT engages in the practice of requiring  
20 PLAINTIFF and CALIFORNIA CLASS Members to perform work off the clocking that  
21 DEFENDANT, as a condition of employment, required these employees to submit to  
22 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior  
23 to clocking into DEFENDANT's timekeeping system for the workday. As a result,  
24 PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime  
25 wage compensation, and off-duty meal breaks by working without their time being correctly  
26 recorded and without compensation at the applicable rates. DEFENDANT's policy and  
27 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time  
28 worked, is evidenced by DEFENDANT's business records.

1           9.     State and federal law provides that employees must be paid overtime and meal  
2 and rest break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF  
3 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive  
4 pay that is tied to specific elements of an employee’s performance.

5           10.    The second component of PLAINTIFF’s and other CALIFORNIA CLASS  
6 Members’ compensation is DEFENDANT’s non-discretionary incentive program that paid  
7 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their  
8 performance for DEFENDANT. The non-discretionary incentive program provided all  
9 employees paid on an hourly basis with incentive compensation when the employees met the  
10 various performance goals set by DEFENDANT. However, when calculating the regular  
11 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and  
12 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive  
13 compensation as part of the employees’ “regular rate of pay” for purposes of calculating  
14 overtime pay and meal and rest break premium pay. Management and supervisors described  
15 the incentive program to potential and new employees as part of the compensation package.  
16 As a matter of law, the incentive compensation received by PLAINTIFF and other  
17 CALIFORNIA CLASS Members must be included in the “regular rate of pay.” The failure  
18 to do so has resulted in a underpayment of overtime compensation and meal and rest break  
19 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

20           11.    As a result of their rigorous work schedules, PLAINTIFF and other  
21 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute  
22 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF  
23 and other CALIFORNIA CLASS Members were required from time to time to perform  
24 work as ordered by DEFENDANT for more than five (5) hours during some shifts without  
25 receiving a meal break. Further, DEFENDANT from time to time failed to provide  
26 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for  
27 some workdays in which these employees were required by DEFENDANT to work ten (10)  
28 hours of work. DEFENDANT also engaged in the practice of rounding the meal period

1 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.  
2 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks  
3 without additional compensation and in accordance with DEFENDANT's corporate policy  
4 and practice.

5 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other  
6 CALIFORNIA CLASS Members were also required from time to time to work in excess of  
7 four (4) hours without being provided ten (10) minute rest periods. Further, these employees  
8 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at  
9 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten  
10 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to  
11 time, and a first, second and third rest period of at least ten (10) minutes for some shifts  
12 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA  
13 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,  
14 the applicable California Wage Order requires employers to provide employees with off-  
15 duty rest periods, which the California Supreme Court defined as time during which an  
16 employee is relieved from all work related duties and free from employer control. In so  
17 doing, the Court held that the requirement under California law that employers authorize and  
18 permit all employees to take rest period means that employers must relieve employees of all  
19 duties and relinquish control over how employees spend their time which includes control  
20 over the locations where employees may take their rest period. Employers cannot impose  
21 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes  
22 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA  
23 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule  
24 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work  
25 premises during their rest period.

26 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to  
27 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the  
28 actual amount of time these employees worked. Pursuant to the Industrial Welfare

1 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other  
2 CALIFORNIA CLASS Members for all time worked, meaning the time during which an  
3 employee was subject to the control of an employer, including all the time the employee was  
4 permitted or suffered to permit this work. DEFENDANT required these employees to work  
5 off the clock without paying them for all the time they were under DEFENDANT's control.  
6 As such, DEFENDANT knew or should have known that PLAINTIFF and the other  
7 members of the CALIFORNIA CLASS were under compensated for all time worked. As a  
8 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by  
9 working without their time being accurately recorded and without compensation at the  
10 applicable minimum wage and overtime wage rates. To the extent that the time worked off  
11 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay  
12 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,  
13 1197, and 1197.1.

14 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
15 other members of the CALIFORNIA CLASS with complete and accurate wage statements  
16 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.  
17 Code § 226 provides that every employer shall furnish each of his or her employees with an  
18 accurate itemized wage statement in writing showing, among other things, gross wages  
19 earned and all applicable hourly rates in effect during the pay period and the corresponding  
20 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS  
21 Members were paid on an hourly basis. As such, the wage statements should reflect all  
22 applicable hourly rates during the pay period and the total hours worked, and the applicable  
23 pay period in which the wages were earned pursuant to California Labor Code Section  
24 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other  
25 CALIFORNIA CLASS Members failed to identify such information. More specifically, the  
26 wage statements failed to identify the accurate total hours worked each pay period. When  
27 the hours shown on the wage statements were added up, they did not equal the actual total  
28 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from

1 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF  
2 an itemized wage statement that lists all the requirements under California Labor Code 226  
3 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other  
4 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code  
5 § 226.

6 15. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be  
7 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if  
8 the wages are paid not more than seven (7) calendar days following the close of the payroll  
9 period. Cal. Lab. Code § 210 provides:

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

14 16. DEFENDANT from time to time failed to pay PLAINTIFF and members of  
15 the CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the  
16 payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for  
17 the “Hourly” regular wage payments.

18 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other  
19 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in  
20 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt  
21 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate  
22 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS  
23 Members at their base rates of pay.

24 18. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt  
25 employees be calculated by dividing the employee’s total wages, not including overtime  
26 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90  
27 days of employment.

1           19.     DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay  
2 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely  
3 earned non-discretionary incentive wages which increased their regular rate of pay.  
4 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and  
5 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of pay,  
6 as required under Cal. Lab. Code Section 246.

7           20.     As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF  
8 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe  
9 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is  
10 informed and believes and based thereon alleges that such failure to pay sick pay at regular  
11 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose  
12 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code  
13 Sections 201-203.

14           21.     Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer  
15 to collect or receive from an employee any part of wages theretofore paid by said employer  
16 to said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and  
17 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from  
18 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,  
19 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF  
20 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these  
21 employees all wages due at each applicable pay period and upon termination. PLAINTIFF  
22 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal  
23 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

24           22.     DEFENDANT intentionally and knowingly failed to reimburse and indemnify  
25 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses  
26 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct  
27 consequence of discharging their duties on behalf of DEFENDANT. Under California  
28 Labor Code Section 2802, employers are required to indemnify employees for all expenses

1 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly  
2 states that "an employer shall indemnify his or her employee for all necessary expenditures  
3 or losses incurred by the employee in direct consequence of the discharge of his or her  
4 duties, or of his or her obedience to the directions of the employer, even though unlawful,  
5 unless the employee, at the time of obeying the directions, believed them to be unlawful."

6 23. In the course of their employment PLAINTIFF and other CALIFORNIA  
7 CLASS Members as a business expense, were required by DEFENDANT to use their own  
8 personal cellular phones as a result of and in furtherance of their job duties as employees for  
9 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost  
10 associated with the use of their personal cellular phones for DEFENDANT's benefit.  
11 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by  
12 DEFENDANT to use their personal cellular phones. As a result, in the course of their  
13 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA  
14 CLASS incurred unreimbursed business expenses which included, but were not limited to,  
15 costs related to the use of their personal cellular phones all on behalf of and for the benefit  
16 of DEFENDANT.

17 24. In violation of the applicable sections of the California Labor Code and the  
18 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,  
19 DEFENDANT as a matter of company policy, practice and procedure, intentionally,  
20 knowingly and systematically failed to provide PLAINTIFF and the other Aggrieved  
21 Employees suitable seating when the nature of these employees' work reasonably permitted  
22 sitting.

23 25. DEFENDANT knew or should have known that PLAINTIFF and other  
24 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did  
25 not interfere with the performance of their duties, and that DEFENDANT did not provide  
26 suitable seating and/or did not allow them to sit when it did not interfere with the  
27 performance of their duties.  
28

26. By reason of this conduct applicable to PLAINTIFF and all Aggrieved Employees, DEFENDANT violated California Labor Code Section 1198 and California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties on behalf of PLAINTIFF and other Aggrieved Employees as provided herein. Providing suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT violated the California Labor Code and regulations promulgated thereunder as herein alleged.

27. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties for the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's business records. The amount in controversy for PLAINTIFF individually does not exceed the sum or value of \$75,000.

## JURISDICTION AND VENUE

28. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

29. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and DEFENDANT (i) currently maintains and at all relevant times maintained offices and

1 facilities in this County and/or conducts substantial business in this County, and (ii)  
2 committed the wrongful conduct herein alleged in this County against members of the  
3 CALIFORNIA CLASS.

#### 4 5 **THE CALIFORNIA CLASS**

6 30. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
7 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class  
8 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as  
9 all individuals who are or previously were employed by Defendant who were classified as  
10 non-exempt in the State of California (the "CALIFORNIA CLASS") at any time during the  
11 period beginning November 3, 2019 through April 26, 2025 (the "CALIFORNIA CLASS  
12 PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS  
13 Members is under five million dollars (\$5,000,000.00).

14 31. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
15 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted  
16 accordingly.

17 32. DEFENDANT, as a matter of company policy, practice and procedure, and in  
18 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage  
19 Order requirements, and the applicable provisions of California law, intentionally,  
20 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all  
21 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,  
22 even though DEFENDANT enjoyed the benefit of this work, required employees to perform  
23 this work and permits or suffers to permit this work.

24 33. DEFENDANT has the legal burden to establish that each and every  
25 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as  
26 required by California laws. The DEFENDANT, however, as a matter of policy and  
27 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails  
28 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS

1 Member is paid as required by law. This common business practice is applicable to each  
2 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as  
3 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*  
4 (the “UCL”) as causation, damages, and reliance are not elements of this claim.

5 34. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA  
6 CLASS Members is impracticable.

7 35. DEFENDANT violated the rights of the CALIFORNIA CLASS under  
8 California law by:

- 9 (a) Committing an act of unfair competition in violation of , Cal. Bus. &  
10 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly  
11 and/or deceptively having in place company policies, practices and  
12 procedures that failed to record and pay PLAINTIFF and the other  
13 members of the CALIFORNIA CLASS for all time worked, including  
14 minimum wages owed and overtime wages owed for work performed  
15 by these employees; and,  
16 (b) Committing an act of unfair competition in violation of the UCL, by  
17 failing to provide the PLAINTIFF and the other members of the  
18 CALIFORNIA CLASS with the legally required meal and rest periods.

19 36. This Class Action meets the statutory prerequisites for the maintenance of a  
20 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 21 (a) The persons who comprise the CALIFORNIA CLASS are so numerous  
22 that the joinder of all such persons is impracticable and the disposition  
23 of their claims as a class will benefit the parties and the Court;  
24 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief  
25 issues that are raised in this Complaint are common to the  
26 CALIFORNIA CLASS will apply to every member of the  
27 CALIFORNIA CLASS;  
28

1 (c) The claims of the representative PLAINTIFF are typical of the claims  
2 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all  
3 the other members of the CALIFORNIA CLASS, was classified as a  
4 non-exempt employee paid on an hourly basis who was subjected to the  
5 DEFENDANT's deceptive practice and policy which failed to provide  
6 the legally required meal and rest periods to the CALIFORNIA CLASS  
7 and thereby underpaid compensation to PLAINTIFF and  
8 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a  
9 result of DEFENDANT's employment practices. PLAINTIFF and the  
10 members of the CALIFORNIA CLASS were and are similarly or  
11 identically harmed by the same unlawful, deceptive and unfair  
12 misconduct engaged in by DEFENDANT; and,

13 (d) The representative PLAINTIFF will fairly and adequately represent and  
14 protect the interest of the CALIFORNIA CLASS, and has retained  
15 counsel who are competent and experienced in Class Action litigation.  
16 There are no material conflicts between the claims of the representative  
17 PLAINTIFF and the members of the CALIFORNIA CLASS that would  
18 make class certification inappropriate. Counsel for the CALIFORNIA  
19 CLASS will vigorously assert the claims of all CALIFORNIA CLASS  
20 Members.

21 37. In addition to meeting the statutory prerequisites to a Class Action, this action  
22 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

23 (a) Without class certification and determination of declaratory, injunctive,  
24 statutory and other legal questions within the class format, prosecution  
25 of separate actions by individual members of the CALIFORNIA  
26 CLASS will create the risk of:

27 1) Inconsistent or varying adjudications with respect to individual  
28 members of the CALIFORNIA CLASS which would establish

1 incompatible standards of conduct for the parties opposing the  
2 CALIFORNIA CLASS; and/or,

3 2) Adjudication with respect to individual members of the  
4 CALIFORNIA CLASS which would as a practical matter be  
5 dispositive of interests of the other members not party to the  
6 adjudication or substantially impair or impede their ability to  
7 protect their interests.

8 (b) The parties opposing the CALIFORNIA CLASS have acted or refused  
9 to act on grounds generally applicable to the CALIFORNIA CLASS,  
10 making appropriate class-wide relief with respect to the CALIFORNIA  
11 CLASS as a whole in that DEFENDANT failed to pay all wages due to  
12 members of the CALIFORNIA CLASS as required by law;

13 1) With respect to the First Cause of Action, the final relief on  
14 behalf of the CALIFORNIA CLASS sought does not relate  
15 exclusively to restitution because through this claim  
16 PLAINTIFF seeks declaratory relief holding that the  
17 DEFENDANT's policy and practices constitute unfair  
18 competition, along with declaratory relief, injunctive relief, and  
19 incidental equitable relief as may be necessary to prevent and  
20 remedy the conduct declared to constitute unfair competition;

21 (c) Common questions of law and fact exist as to the members of the  
22 CALIFORNIA CLASS, with respect to the practices and violations of  
23 California law as listed above, and predominate over any question  
24 affecting only individual CALIFORNIA CLASS Members, and a Class  
25 Action is superior to other available methods for the fair and efficient  
26 adjudication of the controversy, including consideration of:

27 1) The interests of the members of the CALIFORNIA CLASS in  
28 individually controlling the prosecution or defense of separate

1 actions in that the substantial expense of individual actions will  
2 be avoided to recover the relatively small amount of economic  
3 losses sustained by the individual CALIFORNIA CLASS  
4 Members when compared to the substantial expense and burden  
5 of individual prosecution of this litigation;

6 2) Class certification will obviate the need for unduly duplicative  
7 litigation that would create the risk of:

8 A. Inconsistent or varying adjudications with respect to  
9 individual members of the CALIFORNIA CLASS, which  
10 would establish incompatible standards of conduct for the  
11 DEFENDANT; and/or,

12 B. Adjudications with respect to individual members of the  
13 CALIFORNIA CLASS would as a practical matter be  
14 dispositive of the interests of the other members not  
15 parties to the adjudication or substantially impair or  
16 impede their ability to protect their interests;

17 3) In the context of wage litigation because a substantial number of  
18 individual CALIFORNIA CLASS Members will avoid asserting  
19 their legal rights out of fear of retaliation by DEFENDANT,  
20 which may adversely affect an individual's job with  
21 DEFENDANT or with a subsequent employer, the Class Action  
22 is the only means to assert their claims through a representative;  
23 and,

24 4) A class action is superior to other available methods for the fair  
25 and efficient adjudication of this litigation because class  
26 treatment will obviate the need for unduly and unnecessary  
27 duplicative litigation that is likely to result in the absence of  
28

1 certification of this action pursuant to Cal. Code of Civ. Proc. §  
2 382.

3 38. This Court should permit this action to be maintained as a Class Action  
4 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 5 (a) The questions of law and fact common to the CALIFORNIA CLASS  
6 predominate over any question affecting only individual CALIFORNIA  
7 CLASS Members because the DEFENDANT's employment practices  
8 are applied with respect to the CALIFORNIA CLASS;
- 9 (b) A Class Action is superior to any other available method for the fair  
10 and efficient adjudication of the claims of the members of the  
11 CALIFORNIA CLASS because in the context of employment litigation  
12 a substantial number of individual CALIFORNIA CLASS Members  
13 will avoid asserting their rights individually out of fear of retaliation or  
14 adverse impact on their employment;
- 15 (c) The members of the CALIFORNIA CLASS are so numerous that it is  
16 impractical to bring all members of the CALIFORNIA CLASS before  
17 the Court;
- 18 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not  
19 be able to obtain effective and economic legal redress unless the action  
20 is maintained as a Class Action;
- 21 (e) There is a community of interest in obtaining appropriate legal and  
22 equitable relief for the acts of unfair competition, statutory violations  
23 and other improprieties, and in obtaining adequate compensation for  
24 the damages and injuries which DEFENDANT's actions have inflicted  
25 upon the CALIFORNIA CLASS;
- 26 (f) There is a community of interest in ensuring that the combined assets of  
27 DEFENDANT are sufficient to adequately compensate the members of  
28 the CALIFORNIA CLASS for the injuries sustained;

- 1 (g) DEFENDANT has acted or refused to act on grounds generally  
2 applicable to the CALIFORNIA CLASS, thereby making final class-  
3 wide relief appropriate with respect to the CALIFORNIA CLASS as a  
4 whole;
- 5 (h) The members of the CALIFORNIA CLASS are readily ascertainable  
6 from the business records of DEFENDANT; and,
- 7 (i) Class treatment provides manageable judicial treatment calculated to  
8 bring a efficient and rapid conclusion to all litigation of all wage and  
9 hour related claims arising out of the conduct of DEFENDANT as to  
10 the members of the CALIFORNIA CLASS.

11 39. DEFENDANT maintains records from which the Court can ascertain and  
12 identify by job title each of DEFENDANT's employees who have been intentionally  
13 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.  
14 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of  
15 similarly situated employees when they have been identified.

16  
17 **THE CALIFORNIA LABOR SUB-CLASS**

18 40. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,  
19 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members  
20 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT who  
21 were classified as non-exempt in the State of California (the "CALIFORNIA LABOR SUB-  
22 CLASS") at any time during the period beginning November 3, 2019 through April 26, 2025  
23 (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of Civ. Proc.  
24 § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-  
25 CLASS Members is under five million dollars (\$5,000,000.00).

26 41. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare  
27 Commission ("IWC") Wage Order requirements, and the applicable provisions of California  
28 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT

1 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other  
2 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to  
3 these employees, even though DEFENDANT enjoyed the benefit of this work, required  
4 employees to perform this work and permitted or suffered to permit this work.  
5 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to  
6 which these employees are entitled in order to unfairly cheat the competition and unlawfully  
7 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR  
8 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD  
9 should be adjusted accordingly.

10 42. DEFENDANT maintains records from which the Court can ascertain and  
11 identify by name and job title, each of DEFENDANT's employees who have been  
12 intentionally subjected to DEFENDANT's company policy, practices and procedures as  
13 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any  
14 additional job titles of similarly situated employees when they have been identified.

15 43. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all  
16 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

17 44. Common questions of law and fact exist as to members of the CALIFORNIA  
18 LABOR SUB-CLASS, including, but not limited, to the following:

- 19 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay  
20 compensation due to members of the CALIFORNIA LABOR SUB-  
21 CLASS for missed meal and rest breaks in violation of the California  
22 Labor Code and California regulations and the applicable California  
23 Wage Order;
- 24 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other  
25 members of the CALIFORNIA LABOR SUB-CLASS with accurate  
26 itemized wage statements;
- 27  
28

- (c) Whether DEFENDANT has engaged in unfair competition by the above-listed conduct;
- (d) The proper measure of damages and penalties owed to the members of the CALIFORNIA LABOR SUB-CLASS; and,
- (e) Whether DEFENDANT's conduct was willful.

45. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS under California law by:

- (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;
- (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to accurately pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS with an accurate itemized statement in writing showing the corresponding correct amount of wages earned by the employee;
- (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with all legally required off-duty, uninterrupted thirty (30) minute meal breaks and the legally required off-duty rest breaks;
- (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that when an employee is discharged or quits from employment, the employer must pay the employee all wages due without abatement, by failing to tender full payment and/or restitution of wages owed or in the

manner required by California law to the members of the CALIFORNIA LABOR SUB-CLASS who have terminated their employment; and,

- (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members with necessary expenses incurred in the discharge of their job duties.

46. This Class Action meets the statutory prerequisites for the maintenance of a Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable and the disposition of their claims as a class will benefit the parties and the Court;
- (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are raised in this Complaint are common to the CALIFORNIA LABOR SUB-CLASS and will apply to every member of the CALIFORNIA LABOR SUB-CLASS;
- (c) The claims of the representative PLAINTIFF are typical of the claims of each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF, like all the other members of the CALIFORNIA LABOR SUB-CLASS, was a non-exempt employee paid on an hourly basis who was subjected to the DEFENDANT's practice and policy which failed to pay the correct amount of wages due to the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFF and the members of the CALIFORNIA LABOR SUB-CLASS were and are similarly or identically harmed by the same unlawful, deceptive, and unfair misconduct engaged in by DEFENDANT; and,

1 (d) The representative PLAINTIFF will fairly and adequately represent and  
2 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and  
3 has retained counsel who are competent and experienced in Class  
4 Action litigation. There are no material conflicts between the claims of  
5 the representative PLAINTIFF and the members of the CALIFORNIA  
6 LABOR SUB-CLASS that would make class certification  
7 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS  
8 will vigorously assert the claims of all CALIFORNIA LABOR SUB-  
9 CLASS Members.

10 47. In addition to meeting the statutory prerequisites to a Class Action, this action  
11 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

12 (a) Without class certification and determination of declaratory, injunctive,  
13 statutory and other legal questions within the class format, prosecution  
14 of separate actions by individual members of the CALIFORNIA  
15 LABOR SUB-CLASS will create the risk of:

- 16 1) Inconsistent or varying adjudications with respect to individual  
17 members of the CALIFORNIA LABOR SUB-CLASS which  
18 would establish incompatible standards of conduct for the  
19 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,  
20 2) Adjudication with respect to individual members of the  
21 CALIFORNIA LABOR SUB-CLASS which would as a  
22 practical matter be dispositive of interests of the other members  
23 not party to the adjudication or substantially impair or impede  
24 their ability to protect their interests.

25 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have  
26 acted or refused to act on grounds generally applicable to the  
27 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide  
28

1 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a  
2 whole in that DEFENDANT fails to pay all wages due. Including the  
3 correct wages for all time worked by the members of the  
4 CALIFORNIA LABOR SUB-CLASS as required by law;

5 (c) Common questions of law and fact predominate as to the members of  
6 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices  
7 and violations of California Law as listed above, and predominate over  
8 any question affecting only individual CALIFORNIA LABOR SUB-  
9 CLASS Members, and a Class Action is superior to other available  
10 methods for the fair and efficient adjudication of the controversy,  
11 including consideration of:

- 12 1) The interests of the members of the CALIFORNIA LABOR  
13 SUB-CLASS in individually controlling the prosecution or  
14 defense of separate actions in that the substantial expense of  
15 individual actions will be avoided to recover the relatively small  
16 amount of economic losses sustained by the individual  
17 CALIFORNIA LABOR SUB-CLASS Members when compared  
18 to the substantial expense and burden of individual prosecution  
19 of this litigation;
- 20 2) Class certification will obviate the need for unduly duplicative  
21 litigation that would create the risk of:
  - 22 A. Inconsistent or varying adjudications with respect to  
23 individual members of the CALIFORNIA LABOR SUB-  
24 CLASS, which would establish incompatible standards of  
25 conduct for the DEFENDANT; and/or,
  - 26 B. Adjudications with respect to individual members of the  
27 CALIFORNIA LABOR SUB-CLASS would as a  
28

practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

48. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting

1 their rights individually out of fear of retaliation or adverse impact on  
2 their employment;

3 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so  
4 numerous that it is impractical to bring all members of the  
5 CALIFORNIA LABOR SUB-CLASS before the Court;

6 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS  
7 Members, will not be able to obtain effective and economic legal  
8 redress unless the action is maintained as a Class Action;

9 (e) There is a community of interest in obtaining appropriate legal and  
10 equitable relief for the acts of unfair competition, statutory violations  
11 and other improprieties, and in obtaining adequate compensation for  
12 the damages and injuries which DEFENDANT's actions have inflicted  
13 upon the CALIFORNIA LABOR SUB-CLASS;

14 (f) There is a community of interest in ensuring that the combined assets of  
15 DEFENDANT are sufficient to adequately compensate the members of  
16 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

17 (g) DEFENDANT has acted or refused to act on grounds generally  
18 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby  
19 making final class-wide relief appropriate with respect to the  
20 CALIFORNIA LABOR SUB-CLASS as a whole;

21 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily  
22 ascertainable from the business records of DEFENDANT. The  
23 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA  
24 CLASS Members who worked for DEFENDANT in California at any  
25 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

26 (i) Class treatment provides manageable judicial treatment calculated to  
27 bring a efficient and rapid conclusion to all litigation of all wage and  
28

1 hour related claims arising out of the conduct of DEFENDANT as to  
2 the members of the CALIFORNIA LABOR SUB-CLASS.

3  
4 **FIRST CAUSE OF ACTION**

5 **For Unlawful Business Practices**

6 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

7 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

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

11 50. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.  
12 Code § 17021.

13 51. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”)  
14 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice.  
15 Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to  
16 unfair competition as follows:

17 Any person who engages, has engaged, or proposes to engage in unfair  
18 competition may be enjoined in any court of competent jurisdiction. The court  
19 may make such orders or judgments, including the appointment of a receiver,  
20 as may be necessary to prevent the use or employment by any person of any  
21 practice which constitutes unfair competition, as defined in this chapter, or as  
22 may be necessary to restore to any person in interest any money or property,  
23 real or personal, which may have been acquired by means of such unfair  
24 competition.

25 Cal. Bus. & Prof. Code § 17203.

26 52. By the conduct alleged herein, DEFENDANT has engaged and continues to  
27 engage in a business practice which violates California law, including but not limited to, the  
28 applicable Industrial Wage Order(s), the California Code of Regulations and the California  
Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,  
1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated  
thereunder, for which this Court should issue declaratory and other equitable relief pursuant

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

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

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

21 55. By the conduct alleged herein, DEFENDANT's practices were also unlawful,  
22 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and  
23 the other members of the CALIFORNIA CLASS to be underpaid during their employment  
24 with DEFENDANT.

25 56. By the conduct alleged herein, DEFENDANT's practices were also unlawful,  
26 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to  
27  
28

1 provide all legally required meal breaks to PLAINTIFF and the other members of the  
2 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

3 57. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each  
4 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty  
5 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of  
6 pay for each workday in which a second off-duty meal period was not timely provided for  
7 each ten (10) hours of work.

8 58. PLAINTIFF further demands on behalf of herself and each member of the  
9 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off  
10 duty paid rest period was not timely provided as required by law.

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

17 60. All the acts described herein as violations of, among other things, the  
18 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the  
19 California Labor Code, were unlawful and in violation of public policy, were immoral,  
20 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,  
21 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*  
22 *seq.*

23 61. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled  
24 to, and do, seek such relief as may be necessary to restore to them the money and property  
25 which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the  
26 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and  
27 unfair business practices, including earned but unpaid wages for all time worked.  
28

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

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

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18                                   **SECOND CAUSE OF ACTION**

19                                   **For Failure To Pay Minimum Wages**

20                                   **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

21                                   **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

22                                   **and Against All Defendants)**

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

26           65.     PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
27 CLASS bring a claim for DEFENDANT's willful and intentional violations of the  
28

1 California Labor Code and the Industrial Welfare Commission requirements for  
2 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and  
3 CALIFORNIA CLASS Members.

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

6 67. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by  
7 the commission is the minimum wage to be paid to employees, and the payment of a less  
8 wage than the minimum so fixed in unlawful.

9 68. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid  
10 wages, including minimum wage compensation and interest thereon, together with the costs  
11 of suit.

12 69. DEFENDANT maintained a wage practice of paying PLAINTIFF and the  
13 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct  
14 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to  
15 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the  
16 other members of the CALIFORNIA LABOR SUB-CLASS.

17 70. DEFENDANT's unlawful wage and hour practices manifested, without  
18 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of  
19 implementing a policy and practice that denies accurate compensation to PLAINTIFF and  
20 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum  
21 wage pay.

22 71. In committing these violations of the California Labor Code, DEFENDANT  
23 inaccurately calculated the correct time worked and consequently underpaid the actual time  
24 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.  
25 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and  
26 other benefits in violation of the California Labor Code, the Industrial Welfare Commission  
27 requirements and other applicable laws and regulations.  
28

1           72. As a direct result of DEFENDANT's unlawful wage practices as alleged  
2 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did  
3 not receive the correct minimum wage compensation for their time worked for  
4 DEFENDANT.

5           73. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT  
6 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS  
7 Members to work without paying them for all the time they were under DEFENDANT's  
8 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
9 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked  
10 that they were entitled to, constituting a failure to pay all earned wages.

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

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

24           76. In performing the acts and practices herein alleged in violation of California  
25 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-  
26 CLASS for all time worked and provide them with the requisite compensation,  
27 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously  
28

1 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
2 with a conscious and utter disregard for their legal rights, or the consequences to them, and  
3 with the despicable intent of depriving them of their property and legal rights, and otherwise  
4 causing them injury in order to increase company profits at the expense of these employees.

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

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### 21 22 **THIRD CAUSE OF ACTION**

#### 23 **For Failure To Pay Overtime Compensation**

24 **[Cal. Lab. Code § 510]**

25 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
26 **Defendants)**

1           78.     PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
2 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior  
3 paragraphs of this Complaint.

4           79.     PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
5 CLASS bring a claim for DEFENDANT's willful and intentional violations of the  
6 California Labor Code and the Industrial Welfare Commission requirements for  
7 DEFENDANT's failure to pay these employees for all overtime worked, including, work  
8 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,  
9 and/or forty (40) hours in any workweek.

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

12          81.     Cal. Lab. Code § 510 further provides that employees in California shall not  
13 be employed more than eight (8) hours per workday and more than forty (40) hours per  
14 workweek unless they receive additional compensation beyond their regular wages in  
15 amounts specified by law.

16          82.     Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid  
17 wages, including minimum wage and overtime compensation and interest thereon, together  
18 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an  
19 employee for longer hours than those fixed by the Industrial Welfare Commission is  
20 unlawful.

21          83.     During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and  
22 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by  
23 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,  
24 including overtime work.

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

6 85. In committing these violations of the California Labor Code, DEFENDANT  
7 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
8 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT  
9 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in  
10 violation of the California Labor Code, the Industrial Welfare Commission requirements  
11 and other applicable laws and regulations. As a direct result of DEFENDANT's unlawful  
12 wage practices as alleged herein, the PLAINTIFF and the other members of the  
13 CALIFORNIA LABOR SUB-CLASS did not receive full compensation for overtime  
14 worked.

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

23 87. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and  
24 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for  
25 overtime worked that they are entitled to, constituting a failure to pay all earned wages.

26 88. DEFENDANT failed to accurately pay the PLAINTIFF and the other  
27 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they  
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1 worked which was in excess of the maximum hours permissible by law as required by Cal.  
2 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the  
3 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime  
4 as to which DEFENDANT failed to accurately record and pay as evidenced by  
5 DEFENDANT's business records and witnessed by employees.

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

12 90. DEFENDANT knew or should have known that PLAINTIFF and the other  
13 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all  
14 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross  
15 nonfeasance, to not pay employees for their labor as a matter of company policy, practice  
16 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF  
17 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

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

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

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14                                   **FOURTH CAUSE OF ACTION**

15                                   **For Failure to Provide Required Meal Periods**

16                                   **[Cal. Lab. Code §§ 226.7 & 512 ]**

17                   **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
18                                   **Defendants)**

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

22           94.     During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time  
23 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other  
24 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order  
25 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA  
26 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of  
27 all of their duties for the legally required off-duty meal periods. As a result of their rigorous  
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1 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members  
2 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.  
3 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA  
4 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)  
5 hour of work is evidenced by DEFENDANT's business records from time to time. Further,  
6 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a  
7 second off-duty meal period in some workdays in which these employees were required by  
8 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF  
9 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal  
10 breaks without additional compensation and in accordance with DEFENDANT's strict  
11 corporate policy and practice.

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

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

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27 **FIFTH CAUSE OF ACTION**

1                                   **For Failure to Provide Required Rest Periods**

2                                   **[Cal. Lab. Code §§ 226.7 & 512 ]**

3                                   **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
4                                   **Defendants)**

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

8           98.     PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were  
9     from time to time required to work in excess of four (4) hours without being provided ten  
10    (10) minute rest periods. Further, these employees from time to time were denied their first  
11    rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)  
12    hours, a first and second rest period of at least ten (10) minutes for some shifts worked of  
13    between six (6) and eight (8) hours, and a first, second and third rest period of at least ten  
14    (10) minutes for some shifts worked of ten (10) hours or more from time to time.

15    PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not  
16    provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,  
17    PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically  
18    denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

19           99.     DEFENDANT further violated California Labor Code §§ 226.7 and the  
20    applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA  
21    LABOR SUB-CLASS Members who were not provided a rest period, in accordance with  
22    the applicable Wage Order, one additional hour of compensation at each employee's regular  
23    rate of pay for each workday that rest period was not provided.

24           100.    As a proximate result of the aforementioned violations, PLAINTIFF and  
25    CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according  
26    to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of  
27    suit.

28                                   **SIXTH CAUSE OF ACTION**

1                                   **For Failure to Provide Accurate Itemized Statements**

2                                   **[Cal. Lab. Code § 226]**

3                                   **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
4                                   **Defendants)**

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

8                   102. Cal. Labor Code § 226 provides that an employer must furnish employees with  
9 an “accurate itemized” statement in writing showing:

- 10                   (1) gross wages earned,  
11                   (2) total hours worked by the employee, except for any employee whose  
12                   compensation is solely based on a salary and who is exempt from payment of  
13                   overtime under subdivision (a) of Section 515 or any applicable order of the  
14                   Industrial Welfare Commission,  
15                   (3) the number of piecerate units earned and any applicable piece rate if the employee  
16                   is paid on a piece-rate basis,  
17                   (4) all deductions, provided that all deductions made on written orders of the  
18                   employee may be aggregated and shown as one item,  
19                   (5) net wages earned,  
20                   (6) the inclusive dates of the period for which the employee is paid,  
21                   (7) the name of the employee and his or her social security number, except that by  
22                   January 1, 2008, only the last four digits of his or her social security number or an  
23                   employee identification number other than a social security number may be shown on  
24                   the itemized statement,  
25                   (8) the name and address of the legal entity that is the employer, and  
26                   (9) all applicable hourly rates in effect during the pay period and the corresponding  
27                   number of hours worked at each hourly rate by the employee.  
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103. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate  
wage statements which failed to show, among other things, the correct gross and net wages  
earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her  
employees with an accurate itemized wage statement in writing showing, among other  
things, gross wages earned and all applicable hourly rates in effect during the pay period and  
the corresponding amount of time worked at each hourly rate. PLAINTIFF and  
CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the  
wage statements should reflect all applicable hourly rates during the pay period and the total

1 hours worked, and the applicable pay period in which the wages were earned pursuant to  
2 California Labor Code Section 226(a). The wage statements DEFENDANT provided to  
3 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify  
4 such information. More specifically, the wage statements failed to identify the accurate total  
5 hours worked each pay period. When the hours shown on the wage statements were added  
6 up, they did not equal the actual total hours worked during the pay period in violation of Cal.  
7 Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,  
8 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the  
9 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time  
10 to time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
11 CLASS with wage statements which violated Cal. Lab. Code § 226.

12 104. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.  
13 Code § 226, causing injury and damages to PLAINTIFF and the other members of the  
14 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs  
15 expended calculating the correct wages for all missed meal and rest breaks and the amount  
16 of employment taxes which were not properly paid to state and federal tax authorities.  
17 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of  
18 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty  
19 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred  
20 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §  
21 226, in an amount according to proof at the time of trial (but in no event more than four  
22 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the  
23 CALIFORNIA LABOR SUB-CLASS herein).

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1 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify  
2 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for  
3 these expenses as an employer is required to do under the laws and regulations of California.

4 108. PLAINTIFF therefore demands reimbursement for expenditures or losses  
5 incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge  
6 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,  
7 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

8  
9 **EIGHTH CAUSE OF ACTION**

10 **For Failure to Pay Wages When Due**

11 **[ Cal. Lab. Code §§ 201, 202, 203]**

12 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**  
13 **and Against All Defendants)**

14 109. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
15 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior  
16 paragraphs of this Complaint.

17 110. Cal. Lab. Code § 200 provides, in relevant part, that:

18 As used in this article:

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

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

26 111. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer  
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and  
28 payable immediately."

112. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his  
or her employment, his or her wages shall become due and payable not  
later than 72 hours thereafter, unless the employee has given 72 hours  
previous notice of his or her intention to quit, in which case the employee  
is entitled to his or her wages at the time of quitting. Notwithstanding any

1 other provision of law, an employee who quits without providing a 72-  
2 hour notice shall be entitled to receive payment by mail if he or she so  
3 requests and designates a mailing address. The date of the mailing shall  
constitute the date of payment for purposes of the requirement to provide  
payment within 72 hours of the notice of quitting.

4 113. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR  
5 SUB-CLASS Members' employment contract.

6 114. Cal. Lab. Code § 203 provides, in relevant part, that:

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

10 115. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-  
11 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages  
12 owed as required by law. Additionally, at all times during the term of PLAINTIFF's  
13 employment with DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS  
14 Members earned and accrued vested vacation and holiday time on the date of their  
15 termination pursuant to DEFENDANT's uniform vacation policies and applicable California  
16 law. The amount of vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-  
17 CLASS Members earned and accumulated is evidenced by DEFENDANT's business  
18 records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to  
19 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay  
20 such wages at the regular rate of pay and more specifically the final rate of pay that included  
21 all non-discretionary incentive compensation. Rather than pay vacation wages at the regular  
22 rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other  
23 CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of  
24 including all of PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-  
25 discretionary incentive compensation into the vacation wage payment calculations.  
26 DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which  
27 PLAINTIFF and other CALIFORNIA LABOR CLASS Members would be paid vacation  
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1 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful  
2 practice, policy and procedure to deny paying the PLAINTIFF and the other members of the  
3 CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,  
4 DEFENDANT failed to pay the PLAINTIFF and the members of the CALIFORNIA  
5 LABOR SUB-CLASS all vested vacation time as wages due upon employment termination,  
6 in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,  
7 DEFENDANT underpaid waiting time penalties to PLAINTIFF and other CALIFORNIA  
8 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of  
9 PLAINTIFF's' and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary  
10 compensation into the waiting time penalty calculations. This failure by DEFENDANT is  
11 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to  
12 provide compensation for earned, accrued and vested vacation and holiday time, as well as  
13 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this  
14 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFF and the members  
15 of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform practice and policy  
16 of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday  
17 time accumulated at employment termination violated and continues to violate Section 227.3  
18 of the California Labor Code.

19 116. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the  
20 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated  
21 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days  
22 of pay as penalty for not paying all wages due at time of termination for all employees who  
23 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and  
24 demands an accounting and payment of all wages due, plus interest and statutory costs as  
25 allowed by law.

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3 **NINTH CAUSE OF ACTION**

4 **For Failure to Pay Sick Pay Wages**

5 **[ Cal. Lab. Code §§ 201-203, 210, 233, 246]**

6 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

7 **and Against All Defendants)**

8 117. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
9 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior  
10 paragraphs of this Complaint.

11 118. Cal Lab. Code § 233 provides that an employer must permit an employee to  
12 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then  
13 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to  
14 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.  
15 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested  
16 right to sick pay wages, which an employer must calculate and compensate based on one of  
17 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the  
18 same manner as the regular rate of pay for the workweek in which the employee uses paid  
19 sick time, whether or not the employee actually works overtime in that workweek," or (ii)  
20 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's  
21 total wages, not including overtime premium pay, by the employee's total hours worked in  
22 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and  
23 233, employees may sue to recover underpaid sick pay wages as damages.

24 119. As a matter of policy and practice, DEFENDANT pays sick pay wages to  
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the  
26 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-  
27 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn  
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1 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay  
2 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS  
3 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-  
4 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the  
5 employee's total wages, not including overtime premium pay, by the employee's total hours  
6 worked in the full pay periods of the prior 90 days of employment. As a result,  
7 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the  
8 CALIFORNIA LABOR-SUB-CLASS.

9 120. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick  
10 leave, vested sick pay wages are due and to be paid no later than the payday for the next  
11 regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab.  
12 Code § 201 provides that if an employer discharges an employee, wages earned and unpaid  
13 at the time of discharge are due and payable immediately. Cal. Lab. Code § 202 provides  
14 that an employee is entitled to receive all unpaid wages no later than 72 hours after an  
15 employee quits his or her employment, unless the employee has given 72-hour notice of his  
16 or her intention to quit, in which case the employee is entitled to his or her wages at the time  
17 of quitting. The Labor Code penalizes untimely payments. For example, Cal. Lab. Code §  
18 203 provides that if an employer willfully fails to pay wages owed in accordance with Cal.  
19 Lab. Code §§ 201-202, then the wages of the employee shall continue as a penalty from the  
20 due date, and at the same rate until paid, but the wages shall not continue for more than  
21 thirty (30) days. Likewise, Cal. Lab. Code § 210 provides penalties for untimely payments  
22 during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may sue to  
23 recover applicable penalties.

24 121. As alleged herein and as a matter of policy and practice, DEFENDANT  
25 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other  
26 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay  
27 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-203, 210, 233, and 246,  
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1 among other Labor Code provisions. PLAINTIFF is informed and believes that  
2 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the  
3 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the  
4 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also  
5 include those benefits to which an employee is entitled as a part of his or her compensation,  
6 including money, room, board, clothing, vacation pay, *and sick pay.*" *Murphy v. Kenneth*  
7 *Cole Prods., Inc.*, 40 Cal. 4<sup>th</sup> 1094, 1103 (2007)(emphasis added). Because DEFENDANT  
8 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA  
9 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable  
10 penalties.

11 122. Such a pattern, practice, and uniform administration of corporate policy is  
12 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-  
13 SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties,  
14 attorney's fees, and costs of suit.

## 15 16 **TENTH CAUSE OF ACTION**

### 17 **Constructive Discharge and Other Adverse Employment Actions**

#### 18 **(By PLAINTIFF Against All Defendants)**

19 123. PLAINTIFF realleges and incorporates by reference, as though fully set forth  
20 herein, the prior paragraphs of this Complaint.

21 124. Specifically as to PLAINTIFF, DEFENDANT failed to properly respond and  
22 alleviate PLAINTIFF's safety concerns after she reported being assaulted by one of  
23 DEFENDANT's customers. DEFENDANT had a policy to email delinquent accounts and  
24 PLAINTIFF was required to email DEFENDANT's customers who were delinquent on their  
25 payments. In late April 2023, PLAINTIFF reported to DEFENDANT's managers, Arthur  
26 Luebke and Phillip Salaiz that a customer had sent back a threatening text with a picture of a  
27 gun letting her know that his account was already paid. In late April of 2023 and continuing  
28

1 into May of 2023, PLAINTIFF reported to DEFENDANT she did not feel safe working at  
2 DEFENDANT's location anymore after the threatening correspondence she received from  
3 DEFENDANT's customer, but to no avail. Continuing through out the rest of  
4 PLAINTIFF's employment, PLAINTIFF engaged in protected activity by complaining to  
5 DEFENDANT of DEFENDANT's failure to address her safety concerns. As a direct  
6 consequence of PLAINTIFF's complaints to DEFENDANT, DEFENDANT retaliated  
7 against PLAINTIFF by denying PLAINTIFF employment opportunities and promotions  
8 which resulted in lost wages and harassing PLAINTIFF with unreasonable working  
9 demands. As a result, there is a causal link between the protected activity and  
10 DEFENDANT's decision to retaliate against PLAINTIFF, which is against public policy.  
11 Left with no other choice, in May of 2023, PLAINTIFF made the decision to resign from  
12 her employment due to the hostile environment described above and DEFENDANT's failure  
13 to take her complaints seriously.

14 125. PLAINTIFF raised complaints of illegality while PLAINTIFF worked for  
15 DEFENDANT and was believed to be willing to raise complaints, and DEFENDANT  
16 retaliated against PLAINTIFF by taking adverse employment actions against PLAINTIFF

17 126. As a proximate result of DEFENDANT'S willful, knowing, and intentional,  
18 conduct, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress,  
19 and mental and physical pain and anguish, all to PLAINTIFF's damage in a sum according  
20 to proof.

21 127. As a result of DEFENDANT'S adverse employment actions against  
22 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to  
23 proof.

24 128. DEFENDANT's misconduct was committed intentionally, in a malicious,  
25 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages.

26 **ELEVENTH CAUSE OF ACTION**

27 **For Violation of the Private Attorneys General Act**

1 [Cal. Lab. Code §§ 2698, *et seq.*]

2 (By PLAINTIFF and Against All Defendants)

3  
4 129. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

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

15 131. PLAINTIFF, and such persons that may be added from time to time who satisfy  
16 the requirements and exhaust the administrative procedures under the Private Attorney  
17 General Act, bring this Representative Action on behalf of the State of California with  
18 respect to themselves and all individuals who are or previously were employed by  
19 DEFENDANT who were classified as non-exempt in the State of California  
20 ("AGGRIEVED EMPLOYEES") during the time period of July 26, 2022 through April  
21 26, 2025 (the "PAGA PERIOD").

22 132. On July 26, 2023, PLAINTIFF gave written notice by electronic mail to the  
23 Labor and Workforce Development Agency (the "Agency") and by certified mail to the  
24 employer of the specific provisions of this code alleged to have been violated as required by  
25 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference  
26 herein (*PAGA Notice only without draft complaint*). The statutory waiting period for  
27 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to  
28

1 Section 2699.3, PLAINTIFF may pursue a representative civil action under PAGA pursuant  
2 to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED  
3 EMPLOYEES as herein defined.

4 133. The policies, acts and practices heretofore described were and are an unlawful  
5 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the  
6 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly  
7 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,  
8 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for  
9 required expenses, (f) failed to provide wages when due, (g) failed to provide suitable  
10 seating, and (h) failed to provide gratuities, all in violation of the applicable Labor Code  
11 sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7,  
12 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of  
13 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations,  
14 Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s),  
15 and thereby gives rise to civil penalties as a result of such conduct. PLAINTIFF hereby seek  
16 recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of  
17 2004 as the representatives of the State of California for the illegal conduct perpetrated on  
18 PLAINTIFF and the AGGRIEVED EMPLOYEES.

19 134. All of the conduct and violations alleged herein occurred during the PAGA  
20 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect  
21 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations  
22 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*  
23 2018 AJDAR 12157 (Certified for Publication 12/19/18).

24 **PRAYER FOR RELIEF**

25 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
26 severally, as follows:

27 1. On behalf of the CALIFORNIA CLASS:  
28

- 1 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA  
2 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;  
3 B) An order temporarily, preliminarily and permanently enjoining and restraining  
4 DEFENDANT from engaging in similar unlawful conduct as set forth herein;  
5 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully  
6 withheld from compensation due to PLAINTIFF and the other members of the  
7 CALIFORNIA CLASS; and,  
8 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund  
9 for restitution of the sums incidental to DEFENDANT's violations due to  
10 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

11 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 12 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth  
13 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-  
14 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;  
15 B) Compensatory damages, according to proof at trial, including compensatory  
16 damages for minimum and overtime compensation due PLAINTIFF and the other  
17 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable  
18 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the  
19 statutory rate;  
20 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period  
21 in which a violation occurs and one hundred dollars (\$100) per each member of  
22 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay  
23 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and  
24 an award of costs for violation of Cal. Lab. Code § 226;  
25 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and  
26 the applicable IWC Wage Order;  
27  
28

- 1 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and  
2 1197;
- 3 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA  
4 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and  
5 costs of suit.; and,
- 6 G) The wages of all terminated employees in the CALIFORNIA LABOR  
7 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or  
8 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 9 3. On behalf of PLAINTIFF for the Tenth cause of action:
- 10 A) Compensatory damages, according to proof at trial, but in excess of \$25,000.
- 11 B) Special and General damages according to proof;
- 12 C) Statutory damages, penalties and attorney's fees;
- 13 D) For punitive damages in an amount necessary to make an example of and to  
14 punish DEFENDANT and deter DEFENDANT from engaging in future similar  
15 conduct;
- 16 E) For loss of earnings (both past and future); and,
- 17 F) For interest at the legal rate in an amount according to proof.
- 18 4. On behalf of the State of California and with respect to all AGGRIEVED  
19 EMPLOYEES:
- 20 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys  
21 General Act of 2004.
- 22 5. On all claims:
- 23 A) An award of interest, including prejudgment interest at the legal rate;
- 24 B) Such other and further relief as the Court deems just and equitable; and,
- 25 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the  
26 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,  
27 and/or §2802.
- 28

1 Dated: August 26, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2  
3 By: /s/ Nicholas J. De Blouw

4 Norman B. Blumenthal

Nicholas J. De Blouw

5 *Attorneys for Plaintiff*

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**DEMAND FOR A JURY TRIAL**

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

Dated: August 26, 2025                      BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas J. De Blouw  
Norman B. Blumenthal  
Nicholas J. De Blouw  
*Attorneys for Plaintiff*

# **EXHIBIT 1**

# **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

**LA JOLLA, CALIFORNIA 92037**

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WRITERS E-MAIL:

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WRITERS EXT:

1004

July 26, 2023

CA3001

## **VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

West Coast Self-Storage Group, LLC  
Certified Mail #9589071052700182373050  
Paracorp Incorporated  
Matthew Marzucco  
2804 GATEWAY OAKS DR., Suite 100  
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by West Coast Self-Storage Group, LLC in California, including any employees staffed with West Coast Self-Storage Group, LLC by a third party, and classified as non-exempt employees during the time period of July 26, 2022 until a date as determined by the Court. Our offices represent Plaintiff Sarah Dulfer (“Plaintiff”) and other Aggrieved Employees in a lawsuit against West Coast Self-Storage Group, LLC (“Defendant”). Plaintiff was employed from January of 2020 to May of 2023 by Defendant in California. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and

hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.