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6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF SANTA BARBARA – SOUTH COUNTY**
8 **ANACAPA DIVISION**

9
10 ELIZABETH PETERSEN, on behalf of all) **CASE NO.: 26CV03332**
11 similarly situated persons and aggrieved)
12 employees,) **COMPLAINT FOR PENALTIES FOR**
13 Plaintiff,) **VIOLATION OF LABOR CODE § 2698 et seq.**
14 vs.) **(PRIVATE ATTORNEYS GENERAL ACT OF**
15) **2004)**
16 SUNRUN INC. and DOES 1-50,)
17 Defendants.)
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1 Plaintiff ELIZABETH PETERSEN (“PETERSEN” or “Plaintiff”), hereby submits her
2 complaint against Defendants SUNRUN INC., a Delaware corporation, and DOES 1-50, inclusive
3 (collectively, “Defendants”), on behalf of herself and other current and former aggrieved employees
4 of Defendants for penalties as follows:

5 **NATURE OF THE ACTION**

6 1. This representative action is brought pursuant to Labor Code § 2698 et seq. (the
7 Private Attorneys General Act of 2004 (“PAGA”) for Defendants’ violations of including without
8 limitation to Labor Code §§200, 201-203, 204, 208, 210, 216, 218, 218.5, 218.6, 221-223, 224, 226,
9 226.2, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.5, 246.5, 248.6, 249, 351, 353, 432, 432.5,
10 432.7, 510, 512, 551-553, 558, 558.1, 1024.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197,
11 1197.1, 1198, 1198.5, 1199, 2751, 2800 et seq., 2802, 2804, and 2810.5. DEFENDANTS also
12 violated applicable sections of Cal. Code Reg., Tit. 8, including Sections, 11040, 11050, and 11070,
13 and all applicable IWC Wage Orders, including Wage Orders 4-2001, 5-2001, and 7-2001. This is a
14 PAGA representative action and not a class action.

15 2. This Complaint challenges Defendants’ systemic illegal employment practices
16 resulting in violations of the stated provisions of the Labor Code against the identified group of
17 employees.

18 3. Plaintiff is informed and believes and thereon alleges that Defendants jointly and
19 severally acted intentionally and with deliberate indifference and conscious disregard to the rights
20 of all employees in (1) failing to provide written/accurate wage statements required by California
21 Labor Code section 226(a), (2) failing to provide meal and rest breaks required by California Labor
22 Code sections 226.7 and 512 or compensation in lieu of, (3) failing to pay minimum, straight time,
23 overtime and double-time wages required by California Labor Code sections 510 and 1194, (4)
24 failing to provide suitable resting facilities, (5) failing to provide suitable seating, (6) failing to pay
25 sick leave, (7) unlawful deductions, (8) failing to pay reporting time pay, (9) violation of 1198 and
26 1199 – maximum hours of work, (10) failing to provide and/or pay vacation pay and paid time off,
27 (11) failing to pay all wages upon separation, (12) failing to timely pay wages, (13) failing to
28 maintain accurate employment records, (14) failing to timely to produce personnel records/payroll

1 records, (15) violation of Labor Code section 223, (16) violation of Labor Code 216, (17) violation
2 of California Labor Code sections 551-553 – day of rest laws and (18) failing to provide business
3 expense reimbursements required by California Labor Code section 2802, amongst other violations.

4 **THE PARTIES**

5 4. At all material times, Plaintiff was a resident of the County of Riverside in the State
6 of California. Plaintiff was hired by Defendants on or about March 4, 2025, as a retail sales associate
7 at the Murrieta (Lowe’s) location. Shortly thereafter, her position was changed to lead generator.
8 Plaintiff was involved in sales receiving both an hourly wage and commission while working for
9 Defendants.

10 5. At all material times, Defendant SUNRUN INC., is a Delaware corporation that
11 employed Plaintiff. SUNRUN INC. has retail solar sales locations within the Counties of Riverside
12 and Santa Barbara within the State of California.

13 6. At all material times, Defendant SUNRUN INC. conducted business within the
14 Counties of Riverside and Santa Barbara in the State of California. All acts described herein occurred
15 at SUNRUN INC. retail solar sales locations in the County of Riverside.

16 7. The true names and capacities, whether individual, corporate, partnership, associate
17 or otherwise of Defendant DOES 1-50, inclusive, are unknown to Plaintiff who therefore sues these
18 defendants by such fictitious names pursuant to California Code of Civil Procedure § 474. Plaintiff
19 will either seek leave to amend this Complaint or file a DOE statement to allege the true names and
20 capacities of DOES 1-50, inclusive, when the same are ascertained.

21 8. Plaintiff is informed and believes, and thereon alleges, that Defendants are
22 responsible in some manner for one or more of the events and happenings that proximately caused
23 the injuries and damages hereinafter alleged.

24 9. Plaintiff is informed and believes, and thereon alleges, that Defendants knowingly
25 and willfully acted in concert, conspired together and agreed among themselves to enter into a
26 combination and systemized campaign of activity to cause the injuries and damages hereinafter
27 alleged, and to otherwise consciously and/or recklessly act in derogation of Plaintiff’s rights, and
28 the trust reposed by Plaintiff and each of said Defendants, said acts being negligently and/or

1 intentionally inflicted. Said conspiracy, and Defendants' concerted actions, were such that, to
2 Plaintiff's information and belief, and to all appearances, Defendants represented a unified body so
3 that the actions of one defendant was accomplished in concert with, and with knowledge, ratification,
4 authorization and approval of each and every other defendant.

5 10. Plaintiff is informed and believes, and thereon alleges, that each and every defendant
6 named in this complaint, including DOES 1 through 50, inclusive, is, and at all times mentioned
7 herein was, the agent, servant, alter ego, and/or employee of each of the other defendants and that
8 each defendant was acting within the course of scope of his, her or its authority as the agent, servant
9 and/or employee of each of the other defendants. Consequently, each and every defendant is jointly
10 and severally liable to Plaintiff for the damages sustained as a proximate result of their conduct.

11 11. As such, and based upon all the facts and circumstances incident to Defendants'
12 business in California, Defendants are subject to PAGA and including without limitation to Labor
13 Code §§ 200, 201-203, 204, 208, 210, 216, 218, 218.5, 218.6, 221-223, 224, 226, 226.2, 226.3,
14 226.6, 226.7, 227.3, 233, 234, 245-248.5, 246.5, 248.6, 249, 351, 353, 432, 432.5, 432.7, 510, 512,
15 551-553, 558, 558.1, 1024.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
16 1198.5, 1199, 2751, 2800 et seq., 2802, 2804, and 2810.5. DEFENDANTS also violated applicable
17 sections of Cal. Code Reg., Tit. 8, including Sections, 11040, 11050, and 11070, and all applicable
18 IWC Wage Orders, including Wage Orders 4-2001, 5-2001, and 7-2001.

19 **JURISDICTION AND VENUE**

20 12. This action is brought pursuant to PAGA. The civil penalties sought by Plaintiff
21 exceed the minimal jurisdiction limits of the Superior Court and will be established according to
22 proof at trial.

23 13. This Court has jurisdiction over this action pursuant to the California Constitution,
24 Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except
25 those given by statute to other courts." There are no other statutes assigning jurisdiction of Plaintiff
26 claims to another court.

27 14. This Court has jurisdiction over the violations of including without limitation to
28 PAGA and Labor Code §§200, 201-203, 204, 208, 210, 216, 218, 218.5, 218.6, 221-223, 224, 226,

226.2, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.5, 246.5, 248.6, 249, 351, 353, 432, 432.5, 432.7, 510, 512, 551-553, 558, 558.1, 1024.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751, 2800 et seq., 2802, 2804, and 2810.5. DEFENDANTS also violated applicable sections of Cal. Code Reg., Tit. 8, including Sections, 11040, 11050, and 11070, and all applicable IWC Wage Orders, including Wage Orders 4-2001, 5-2001, and 7-2001.

15. This Court has jurisdiction over all defendants because each defendant is a citizen of California, has sufficient minimum contacts in California, and otherwise intentionally avails itself of California law so as to render this Court's jurisdiction over it consistent with traditional notions of fair play and substantial justice.

16. Venue as to each defendant is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5, because the acts herein complained of occurred in the County of Santa Barbara, because Defendants own or maintain offices in the County of Santa Barbara, transact business there, have an agent or agents within the County of Santa Barbara, and are otherwise found conducting business within the County of Santa Barbara.

FACTUAL ALLEGATIONS

17. Plaintiff and aggrieved employees were employed by Defendants in non-exempt, non-managerial positions and similar and incidental positions related to Defendants' business.

18. At all times set forth herein, Defendants employed Plaintiff and current and former non-exempt employees (hereinafter referred to as "Aggrieved Employees").

19. On information and belief, Plaintiff is informed and believes, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws. Defendants had the authority to hire and terminate Plaintiff and the other Aggrieved Employees; to set work rules and conditions governing Plaintiff and the other Aggrieved Employees' employment; and to supervise their daily employment activities.

20. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved Employees based upon an hourly basis. Defendants designated Plaintiff and other persons working in similar positions with non-exempt status.

1 **CAUSE OF ACTION**

2 **Violation of Labor Code Section 2698, et seq.**

3 *(Plaintiff individually, and on behalf of all similarly Aggrieved Employees, against all Defendants)*

4 21. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
5 allegations set forth in the preceding paragraphs.

6 22. Plaintiff is seeking to represent all California non-exempt former and current
7 employees within the State of California, employed by Defendants, at any time from June 2, 2021
8 to the present date ("Aggrieved Employees"). This cause of action under the Private Attorneys
9 General Act ("PAGA") is a representative action and not a class action.

10 23. PAGA expressly establishes that any provision of the California Labor Code which
11 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
12 divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code,
13 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
14 herself, and other current or former employees.

15 24. On February 26, 2026, Plaintiff provided written notice to the LWDA and Defendants
16 of the specific provisions of the Labor Code she contends were violated, and the theories supporting
17 her contentions. The sixty-five (65) day notice period expired on or about May 4, 2026. The LWDA
18 did not take any action to investigate or prosecute this matter, therefore, Plaintiff has exhausted the
19 statutory time period to bring this action. On May 11, 2026, Plaintiff provided amended written
20 notice to the LWDA and Defendants providing additional factual support for the claims previously
21 alleged in the first notice.

22 25. Plaintiff and the other non-exempt employees of Defendants in the state of California
23 are "Aggrieved Employees" as defined by California Labor Code § 2699(c) in that they are all
24 current and former non-exempt employees of Defendants, and one or more of the alleged violations
25 was committed against them.

26 **Failure to Timely Pay Wages Upon Separation**

27 26. Defendants willfully failed to pay, without abatement, Plaintiff and other Aggrieved
28 Employees upon discharge or quit. Defendants' policy and practice is to refuse to pay Plaintiff and

1 other Aggrieved Employees all wages due and owing to them upon discharge or resignation.
2 Defendants' pay policies and practices violate Labor Code Sections 201, 202, 203 and 208. Labor
3 Code Section 201 requires immediate payment of wages upon discharge. Labor Code Section 202
4 requires payment of all compensation due to Aggrieved Employees who voluntarily resign within
5 72 hours of resignation, or at the time of quitting if the employee provided at least 72 hours advance
6 notice of their intention to resign. Labor Code Section 208 requires final payment of wages to
7 discharged employees "at the place of discharge" and that all employees who resign must be paid at
8 the office or agency of the employer in the county where the employees have been performing labor.

9 27. In accordance with Labor Code section 203, an employer who willfully fails to pay
10 wages due an employee who is terminated or resigns shall pay a penalty equal to the employee's
11 daily wages for each day, but not exceeding 30 days that the wages are unpaid.

12 28. Upon separation of employment, Plaintiff's and Aggrieved Employees' final
13 paychecks were not timely provided with all wages owed including regular wages, minimum wages,
14 overtime and double-time wages, unpaid wages for off-the-clock work, meal and rest period
15 premiums, reporting time pay, paid time off, vacation pay owed pursuant to Labor Code section
16 227.3, and sick pay. Additionally, Defendants failed to properly calculate the rates at which such
17 wages were owed by failing to incorporate shift differentials, earned bonuses, commissions, and
18 other non-discretionary incentive compensation into the regular rate of pay, resulting in the
19 underpayment of overtime wages, double-time wages, paid time off, vacation pay, and sick leave
20 wages owed at separation.

21 29. Defendants failed to timely provide all owed wages immediately upon discharge of
22 employment. Plaintiff and Aggrieved Employees experienced breaks in employment caused by
23 Defendants calling in Plaintiff and Aggrieved Employees into work but not providing them with
24 reporting time pay allegedly due to lack of assignments. Similarly shifts would be cut short for the
25 alleged same reasons. Defendants failed to timely pay all owed wages owed to Plaintiff and
26 Aggrieved Employees at the end of period in question in violation of including but not limited to
27 Labor Code section 201-202.

28 30. Defendants are subject to civil penalties pursuant to Labor Code sections 203, 210,

1 and/or 256. Each violation results in a separate civil penalty, for Plaintiff and Aggrieved Employees
2 for each pay period during which the statute provisions were violated.

3 31. California Labor Code section 218 authorizes employees to sue directly for any
4 wages or penalties due to them under this article of the California Labor Code.

5 32. Defendants' policies and practice of failing to issue final paychecks to Aggrieved
6 Employees, without abatement or reduction, in a timely manner according to law places Defendants
7 in violation of these Labor Code provisions. Defendants do not timely pay all unpaid wages due to
8 employees upon separation. Therefore, Defendants are in violation of the following code sections:
9 Labor Code Sections 201, 202, 203, 208, and 227.3.

10 **Failure to Timely Pay Wages During Employment**

11 33. Section 204 of the California Labor Code states that all wages, other than those
12 mentioned in 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
13 payable twice during each calendar month, on days designated in advance by the employer as the
14 regular paydays. In addition, every person who fails to pay the wages of each employee as provided
15 in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty
16 as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
17 employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred
18 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
19 withheld.

20 34. Defendants violated Section 204 of the California Labor Code, by failing to pay
21 Plaintiff and Aggrieved Employees an additional hour of pay for meal and rest periods that were not
22 provided or shortened, failing to compensate employees for all hours worked, including work off-
23 the-clock, failing to pay proper premium wage rates for all hours worked, and failing to incorporate
24 shift differentials, earned bonuses, commissions, and other non-discretionary incentive
25 compensation into the regular rate of pay. Defendants owe Plaintiff and Aggrieved Employees the
26 legally required wages for all unpaid wages, and Plaintiff and Aggrieved Employees suffered
27 damages in those amounts.

28 35. Defendants' policies and practices fail to provide full pay to Plaintiff and other

1 Aggrieved Employees in a timely manner by failure to pay all wages owed, failure to pay all wages
2 for all time worked, failure to pay minimum, overtime and double-time wages, and failure to
3 compensate premium pay rate for missed meal and rest breaks, and failing to incorporate shift
4 differentials, earned bonuses, commissions, and other non-discretionary incentive compensation into
5 the regular rate of pay, and thereby failing to account for and pay all wages owed under California
6 law. Each pay period, Defendants failed/fails to pay timely and full payment to Plaintiff and
7 Aggrieved employees, places Defendants in violation of Labor Code Sections 204 and 210.
8 Defendants therefore owe penalties according to California Law, including Labor Code § 210.

9 **Failure to Maintain Accurate Employment Records**

10 36. Defendants failed to maintain accurate employment records for all Plaintiff and other
11 Aggrieved Employees including, but not limited to time records, pay stubs, clock in and clock out,
12 meal break periods, rest break periods, and the employment file itself. As a result, Defendants have
13 violated Labor Code section 1174, and 1174.5 for failing to maintain accurate records regarding
14 employment of Aggrieved Employees. California Labor Code section 1174 requires employers to
15 keep “accurate and complete” payroll records showing, among other things, the hours worked daily
16 by Plaintiff and Aggrieved Employees, as well as all wages owed for those hours. All applicable
17 IWC Wage Orders, including Wage Orders 4-2001, 5-2001, and 7-2001, similarly require employers
18 to keep accurate time records reflecting the times during which allowed meal periods were provided
19 each day.

20 37. Defendants failed to keep accurate and complete payroll records as required by law,
21 including total daily hours worked, applicable rates of pay, time records showing when Plaintiff and
22 Aggrieved Employees began and ended each work period, time worked while clocked out, unpaid
23 wages attributable to off-the-clock work and premium pay owed for missed meal and rest periods,
24 accurate time records of meal periods, and accurate itemized wage statements. Defendants failed to
25 keep accurate and complete records showing total hours worked by Plaintiff and other Aggrieved
26 Employees by virtue of Defendants’ time rounding and/or deduction policies and practices and/or
27 other off-the-clock work policies and practices. Defendants failed and continues to fail to keep
28 accurate and complete records showing total hours worked resulting in unpaid hours worked.

1 Defendants failed to record Plaintiff' and other Aggrieved Employees' start and end times for their
2 meal periods, as well as their work shifts. Defendants failed to keep accurate records and issue
3 accurate wage statements for Plaintiff and Aggrieved Employees accrued sick time. Defendants
4 failed to keep accurate and complete payroll records for Plaintiff and Aggrieved Employees in
5 violation of Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, including
6 Wage Orders 4-2001, 5-2001, and 7-2001 section 7. Pursuant to the applicable IWC Orders,
7 including Wage Orders 4-2001, 5-2001, and 7-2001 § 7(A)(3), every employer shall keep time
8 records showing when the employee begins and ends each work period. Meal periods and total hours
9 worked daily shall also be recorded. As a result of Defendants' knowing failure to comply with the
10 California Labor Code and applicable IWC Wage Orders, including Wage Orders, 4-2001, 5-2001,
11 and 7-2001, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were
12 prevented from knowing, understanding, and disputing the wage payments paid to them.

13 38. Additionally, California Labor Code section 1175 makes it a misdemeanor for any
14 employer to violate or refuse to comply with the recordkeeping provisions set forth in Labor Code
15 section 1174, subjecting Defendants to additional penalties pursuant to Labor Code sections 1175
16 and 2699.

17 39. Under Labor Code section 1174.5, an employer who fails to maintain accurate and
18 complete records is subject to a civil penalty of five hundred dollars (\$500). This penalty is
19 independent of, and cumulative with, the one hundred dollar (\$100) per pay period, per aggrieved
20 employee civil penalty that may be assessed under Labor Code section 2699 for violations of Labor
21 Code section 1174(d).

22 40. California Labor Code sections 558.1, 226.6, 1174.5 and 2699 mandates civil
23 penalties be assessed for each violation.

24 **Failure to Timely Provide Personnel Records and/or Payroll Records**

25 41. Employers are required to keep the following information on file for each employee
26 for a minimum of three years: The employee's dates of employment; the employee's hourly rates
27 and the corresponding number of hours worked by the employee at each hourly rate, when the
28 employee begins and ends each work period (including meal periods) and split intervals; total hours

1 worked by the employee; all deductions; gross wages earned; and net wages earned. (California
2 Labor Code section 226 and all applicable IWC Wage Orders, including Wage Orders 4-2001, 5-
3 2001, and 7-2001,section 7.)

4 42. Labor Code section 226 (b) requires employers to afford current and former
5 employees the right to inspect or receive a copy of records pertaining to their employment upon
6 reasonable request to the employer.

7 43. California Labor Code section 226 (c) provides that an employer who receives a
8 written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining
9 to a current or former employee shall comply with the request as soon as practicable, but no later
10 than 21 calendar days from the date of the request.

11 44. An employer's failure to comply within this timeframe entitles a current or former
12 employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code
13 section 226(f).

14 45. Furthermore, employees (former and current) have the right to their time and pay
15 records, and the right to inspect and receive a copy of their personnel files pursuant to Labor Code
16 section 1198.5.

17 46. California Labor Code section 432 sets forth that employers must furnish copies of
18 all employment records bearing the employee's signature.

19 47. California Labor Code section 1198.5 requires that the employee's file be made
20 available for inspection or receipt within a reasonable amount of time, but not later than 30 calendar
21 days from the date the employer receives a written request. Failure to comply enables a current or
22 former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer.
23 California Labor Code section 1198.5(k).

24 48. Defendants failed to timely produce or make available the personnel records and/or
25 payroll records of current or former employees pursuant to California Labor Code sections 226,
26 1198.5, 432, and/or the applicable Wage Orders, including Wage Orders 4-2001, 5-2001, and 7-
27 2001. Plaintiff sent a written request for payroll and personnel records to Defendants, however
28 Defendants failed to timely produce complete records, such as their time records. Defendants failed

1 and continue to fail to timely produce complete payroll and personnel records when requested by
2 Plaintiff and other Aggrieved Employees.

3 49. Therefore, Defendants are subject to penalties under California Labor Code sections
4 226, 1198.5, and 2699, and each violation calls for a civil penalty for each of the Plaintiff and other
5 Aggrieved Employees.

6 **Failure to Provide Complete and Accurate Wage Statements**

7 50. Defendants failed to furnish, at the time of each payment of wages, to Plaintiff and
8 other Aggrieved Employees, an accurate/written itemized wage statement containing all the
9 information set forth in California Labor Code 226(a).

10 51. Defendants' policies violate California Labor Code Section 226. Labor Code Section
11 226 requires Defendants to provide an accurate/written itemized statement with each payment of
12 wages that includes: 1) Gross earnings, 2) Total hours worked, 3) Number of piece rate units earned,
13 4) Deductions, 5) Net wages, 6) Dates paid for, 7) Name of employee and last four digits of
14 employee's Social Security number, 8) Name and address of the legal entity of the employer, and
15 9) a list of all hourly rates worked by the employee, up to and exceeding 40 hours per week, in the
16 corresponding period.

17 52. The wage statements Defendants issued to Plaintiff and Aggrieved Employees failed
18 and continue to fail to correctly set forth (a) the gross wages earned, in violation of Lab; (b) the total
19 hours worked by the employee; (c) the net wages earned; and (d) all applicable hourly rates in effect
20 during the pay period and the corresponding number of hours worked at each hourly rate by the
21 employee, in violation of Lab. Code § 226.

22 53. Defendants issued wage statements to Plaintiff and Aggrieved Employees that also
23 failed to indicate the earned gross and net wages earned during the pay period, the correct applicable
24 rates of pay for all hours worked, and the "total hours worked" by Plaintiff and all Aggrieved
25 Employees including but not limited to rounding time entries, auto deductions for meal
26 periods/failure to relieve Aggrieved Employees of all duties and employer control during unpaid
27 meal periods, payments made for scheduled hours worked opposed to actual hours worked, and/or
28 off-the-clock work practices resulting in minimum wage or overtime violations, which results in a

1 violation of Labor Code section 226(a). Plaintiff and Aggrieved Employees were injured by
2 Defendants' failure to provide accurate wage statements.

3 54. Defendants violated California Labor Code § 226, because of the violations detailed
4 above, including failing to provide meal and rest break premiums, not paying regular and overtime
5 wages for all hours worked, failing to record all time worked, including hours worked off-the-clock,
6 not paying all sick leave, vacation pay, and paid time off wages at all and/or at the proper rates,
7 making unlawful deductions from Aggrieved Employees' wages and as a result of incorrect wage
8 statements in general for not including all information required by the statute. Defendants failed to
9 list all applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).
11 Defendants issued wage statements to Plaintiff and Aggrieved Employees that violate Labor Code
12 section 226(a), by among other things, failing to list the correct name and/or address of the legal
13 entity that is the employer. The wage statements provided to Plaintiff and Aggrieved Employees
14 were not accurate and did not include all of the statutorily required information.

15 55. Additionally, Defendants' wage statements failed to reflect the correct overtime and
16 double-time rates of pay as a result of Defendants' failure to incorporate shift differentials, earned
17 bonuses, commissions, and other non-discretionary incentive compensation into the regular rate of
18 pay calculation.

19 56. Defendants' policy and practice of failing to furnish to each Aggrieved Employees
20 including Plaintiff with accurate written itemized wage statements violates of Labor Code Section
21 226. Labor Code Section 226.3 states: Any employer who violates subdivision (a) of Section 226
22 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee
23 per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation
24 in a subsequent citation, for which the employer fails to provide the employee a wage deduction
25 statement or fails to keep the records required in subdivision (a) of Section 226.

26 57. Defendants are in violation of Labor Code Section 226 and all applicable IWC Wage
27 Orders, including Wage Orders, 4-2001, 5-2001, and 7-2001 § 7, and are therefore subject to
28 penalties pursuant to Labor Code Section 226.3 and Labor Code 226(e).

Failure to Pay Minimum and Overtime Wages

58. California Labor Code § 200 states: “As used in this article: (a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation. (b) “Labor” includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.”

59. California Labor Code section 218 authorizes employees to sue directly for any wages or penalties due to them under this article of the California Labor Code.

60. California Labor Code § 510(a) states that “Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one work week and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

61. Applicable IWC Wage Orders, including Wage Orders, 4-2001, 5-2001, and 7-2001 (3) state:

A (1) “...employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek or for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked ... Eight hours of labor constitutes a day’s work.”

A (1) (b) “Double the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.”

62. California Labor Code § 1197 states “the minimum wage for employees fixed by the

1 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
2 and the payment of a lower wage than the minimum so fixed is unlawful. This section does not
3 change the applicability of local minimum wage laws to any entity.”

4 63. California Labor Code § 1182.12 states:

5 (a) Notwithstanding any other provision of this part, on and after July 1, 2014, the
6 minimum wage for all industries shall be not less than nine dollars (\$9) per hour,
7 and on and after January 1, 2016, the minimum wage for all industries shall be not
8 less than ten dollars (\$10) per hour. (b) Notwithstanding subdivision (a), the
9 minimum wage for all industries shall not be less than the amounts set forth in this
10 subdivision, except when the scheduled increases in paragraphs (1) and (2) are
11 temporarily suspended under subdivision (d).

12 (1) For any employer who employs 26 or more employees, the minimum wage shall
13 be as follows:

14 (A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and
15 fifty cents (\$10.50) per hour.

16 (B) From January 1, 2018, to December 31, 2018, inclusive,—eleven dollars
17 (\$11) per hour.

18 (C) From January 1, 2019, to December 31, 2019, inclusive,—twelve dollars
19 (\$12) per hour.

20 (D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars
21 (\$13) per hour.

22 (E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars
23 (\$14) per hour.

24 (F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars
25 (\$15) per hour.

26 64. California Labor Code § 1194 states “Notwithstanding any agreement to work for a
27 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
28 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance

1 of the full amount of this minimum wage or overtime compensation, including interest thereon,
2 reasonable attorneys' fees, and costs of suit."

3 65. Applicable IWC Wage Orders, including Wage Orders, 4-2001, 5-2001, and 7-2001
4 (4)(A) states "Except as provided in Subdivision (E) of this section, employer shall pay to each
5 employee wages not less than the following: (1) Sixteen dollars and ninety cents (\$16.90) per hour
6 for all hours worked, effective January 1, 2026; (2) Sixteen dollars and fifty cents (\$16.50) per hour
7 for all hours worked, effective January 1, 2025; (3) Sixteen dollars (\$16.00) per hour for all hours
8 worked, effective January 1, 2024; and (4) Fifteen dollars and fifty cents (\$15.50) per hour for all
9 hours worked, effective January 1, 2023.

10 66. Plaintiff and Aggrieved Employees worked off-the-clock while employed by
11 Defendants. Defendants also directed Plaintiff and other Aggrieved Employees to work while
12 clocked out for meal breaks, while on rest breaks. As a result, Plaintiff and other Aggrieved
13 Employees were working off-the-clock for Defendants without the lawful compensation required.

14 67. Defendants failed to compensate Plaintiff and Aggrieved Employees for all hours
15 worked based on illegal deductions and time rounding policies that are not neutral and
16 systematically undercompensate Plaintiff and Aggrieved Employees for shift start and shift end
17 times and meal period start and end times, work completed while clocked out, and failure to relieve
18 employees of all duties and reporting time.

19 68. California law requires employers to pay overtime equal to one and one-half times
20 the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each
21 hour worked beyond forty (40) hours per work week. Lab. Code §510; applicable IWC Wage
22 Orders, including Wage Orders 4-2001, 5-2001, and 7-2001. All applicable IWC Wage Orders § 3.
23 Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked
24 beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the
25 seventh consecutive day of work in a work week. *Ibid.*

26 69. Defendants failed to properly calculate and/or record, the total number of hours
27 worked by Plaintiff and Aggrieved Employees and did not pay proper overtime rates for overtime
28 worked by Plaintiff and Aggrieved Employees.

1 70. Defendants failed to pay a premium wage rate for all hours worked beyond eight (8)
2 hours in a day or forty (40) hours in a week. Defendants failed to pay twice Plaintiff and Aggrieved
3 Employees the regular rate(s) of pay for time worked beyond twelve (12) hours per workday and
4 for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in
5 violation of California's overtime laws.

6 71. Plaintiff and other Aggrieved Employees were regularly not paid minimum, overtime
7 and double-time wages due to their work for Defendant while off-the-clock. This policy and practice
8 of Defendants requiring Plaintiff and Aggrieved Employees to work off-the-clock directly led to
9 Defendants undercompensating Plaintiff and other Aggrieved Employees for minimum, overtime
10 and double-time hours worked.

11 72. Throughout the statutory period, Defendants maintained a policy and practice of not
12 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight
13 time, and overtime wages, nor did Defendants maintain accurate records of all time Plaintiff and
14 Aggrieved Employees worked, as required by law.

15 73. Additionally, Defendants failed to incorporate all shift differential pay, as well as
16 earned bonuses, commissions, and other non-discretionary incentive compensation, into the regular
17 rate of pay calculation for the owed overtime rates, resulting in the miscalculation and underpayment
18 of overtime wages owed to Plaintiff and Aggrieved Employees.

19 74. Under Cal. Lab. Code Section 1198, "the employment of an employee ... under
20 conditions of labor prohibited by the [wage] order is unlawful." Plaintiff and other Aggrieved
21 Employees, including the State of California are entitled to penalties under Cal. Lab. Code Section
22 2699(f) based on Defendants' violation of applicable Wage Orders, including Wage Order 7-2001
23 and Cal. Lab. Code Section 1198.

24 75. Defendants failed to pay for all hours worked, failed to pay minimum, straight time,
25 overtime and double time wages to Plaintiff and other Aggrieved Employees, and failed to maintain
26 accurate records in violation of California law, including, California Labor Code §§ 200, 226.2, 510,
27 510(a), 1182.12, 1194, 1194.2, 1197, 1197.1, and all applicable IWC Wage Orders, including Wage
28 Orders 4-2001, 5-2001, and 7-2001 sections (3) and (4).

1 76. Therefore, Defendants owe penalties according to California Labor Code §§ 558,
2 558.1, 210, 1194, 1194.2, 1197.1, 2699, 2699(f)(2), and all applicable IWC Wage Orders (including
3 Wage Orders 4-2001, 5-2001, and 7-2001) section 20. Defendants are also subject to attorneys'
4 fees and costs pursuant to Labor Code § 218.5.

5 **Failure to Provide Meal Periods and Authorize and Permit Rest Breaks**

6 77. Defendants' policies and practices are to refuse to provide/authorize Plaintiff and
7 other Aggrieved Employees lawful meal and/or rest periods as described herein. Labor Code section
8 226.7(a) prohibits any employer from requiring an employee to perform work during a meal or rest
9 period mandated by an applicable order of the Industrial Welfare Commission. Labor Code Section
10 512 and applicable sections of Cal. Code Reg., Tit. 8, including Sections 11040, 11050, and 11070
11 (11) require Defendants to provide an uninterrupted thirty-minute off duty meal break to Aggrieved
12 Employees who work more than five hours per day, and not later than five hours, and a second
13 thirty-minute meal break to those working more than ten hours per day and not later than the 10th
14 hour. Defendants regularly failed to provide meal breaks as required by law, requiring Aggrieved
15 Employees to perform work while clocked out, and/or causing Plaintiff and Aggrieved Employees
16 to take late meal periods past the time required by law, including a second meal period to Aggrieved
17 Employees who worked shifts of more than ten hours per day. Therefore, Defendants' policies and
18 practices violate Labor Code Section 512 and applicable sections of Cal. Code Reg., Tit. 8, including
19 Sections, 11040, 11050, and 11070 (11). Applicable sections of Cal. Code Reg., Tit. 8, including
20 Sections 11040, 11050, and 11070 (12) provides that Defendants must authorize and permit an off-
21 duty consecutive ten minutes of paid rest break for every four hours of work or fraction thereof. It
22 is Defendants' policy and practice to fail to authorize and permit Aggrieved Employees with the
23 required uninterrupted and off-duty consecutive ten (10) minute rest period per four (4) hours or
24 major fraction thereof.

25 78. Moreover, under California law rest periods must be a "net" ten minutes in a suitable
26 rest area, which was not provided to Plaintiff and Aggrieved Employees. Defendants must show that
27 it clearly articulates the right to a net ten minutes, which is communicated effectively to Plaintiff
28 and Aggrieved Employees, which did not occur.

1 79. Plaintiff and other Aggrieved Employees were denied lawful meal and rest breaks or
2 were not paid the required one hour of premium pay for missed rest breaks and meal periods. Despite
3 the above-mentioned meal/rest period violations, Defendants never compensated Plaintiff and other
4 Aggrieved Employees at the regular rate as required by California law for each day on which meal
5 and/or rest periods were not authorized or permitted.

6 80. Upon information and belief, Defendants regularly implemented a policy requiring
7 Plaintiff and other Aggrieved Employees to return to work before completing their meal and rest
8 breaks to perform work-related assignments, resulting in Defendants interrupting the meal and rest
9 breaks of Plaintiff and other Aggrieved Employees. Due to the demands of Defendants and its
10 managers to complete their work assignments, Plaintiff and other Aggrieved Employees did not
11 receive legally compliant thirty (30) minute meal periods and/or ten (10) minute rest breaks
12 according to law and were frequently required to stay on Defendants' property during meal and rest
13 periods.

14 81. Based on information and belief, Defendants required Plaintiff and other Aggrieved
15 Employees to complete work assignments for Defendants when clocked out for meal periods,
16 however, Defendants did not pay the required one hour of premium pay for the missed meal period.
17 Also, Defendants required Plaintiff and other Aggrieved Employees to work when clocked out
18 before and after their scheduled shift time which Defendants did not consider when scheduling meal
19 periods for Plaintiff and other Aggrieved Employees. Due to having to perform work assignments
20 while clocked out, having to perform work assignments during meal and rest periods, the demands
21 implemented by Defendants and its managers for Plaintiff and Aggrieved Employees to complete
22 their work assignments, and other job pressures implemented by Defendants, Plaintiff's and
23 Aggrieved Employees' meal periods and rest breaks were frequently late, interrupted, shortened, or
24 missed.

25 82. In addition to Defendants' failure to provide lawful meal periods for those Aggrieved
26 Employees (that did not execute a 1st meal break waiver), Defendants implemented a policy and/or
27 practice of rounding the start and end times of Plaintiff and other Aggrieved Employees' meal
28 periods. As a result of Defendants' failure to keep accurate records of the actual start and end times

1 of Aggrieved Employees' meal periods and rounding start and end times of purported meal periods,
2 Plaintiff and other Aggrieved Employees were not paid for all time worked including all meal
3 breaks.

4 83. Defendants' policies and practices of refusing to provide/authorize lawful meal and
5 rest periods for Plaintiff and other Aggrieved Employees, places Defendants in violation of the
6 California Labor Code and California Code of Regulations/applicable Wage Orders, including
7 Wage Orders, including Wage Orders, 4-2001, 5-2001, and 7-2001.

8 84. Plaintiff and Aggrieved Employees were not permitted an opportunity to take the
9 legally mandated rest breaks per California law. Based on information and belief, Defendants had
10 no policy in place nor instruction as to the taking of duty-free rest periods.

11 85. Additionally, Defendants failed to pay a meal period/rest period premium for each
12 workday a lawful meal period/rest period was not provided and/or failed to properly calculate the
13 meal period/rest period premium by failing to incorporate shift differential pay, earned bonuses,
14 commissions, and other non-discretionary incentive compensation into the regular rate calculation,
15 and thus, failed to pay Plaintiff and Aggrieved Employees lawful meal period/rest period premiums
16 for missed, interrupted, or shortened meal periods and rest periods.

17 86. Labor Code 226.7 states that, "[i]f an employer fails to provide an employee a meal
18 period or rest period in accordance with an applicable order of the Industrial Welfare Commission,
19 the employer shall pay the employee one additional hour of pay at the employee's regular rate of
20 compensation for each workday that the meal or rest period is not provided." Thus, Defendants owe
21 meal period and rest period premiums to Plaintiff and Aggrieved Employees.

22 87. California Labor Code section 218 authorizes employees to sue directly for any
23 wages or penalties due to them under this article of the California Labor Code.

24 88. Due to their conduct, Defendants are in violation of Labor Code §§ 226.6, 226.7,
25 512, 1174, 1198, 1199, all applicable IWC Wage Orders, including Wage Orders, 4-2001, 5-2001,
26 and 7-2001 §§ (11) and (12), and applicable sections of Cal. Code Reg., Tit. 8, including Sections
27 11040, 11050, and 11070 (11) & (12). Due to the aforementioned violations, Defendants are liable
28 for civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage

1 Orders (including IWC Wage Order 7-2001), section 20.

2 **Failure to Reimburse Business Expenses**

3 89. Defendants required Plaintiff and other Aggrieved Employees to incur necessary
4 business expenses that include but are not limited to the use of personal cell phones, use of personal
5 home internet, work uniforms, other personal equipment, and use of personal vehicles for work-
6 related purposes. Plaintiff and other Aggrieved Employees have not been reimbursed for necessary
7 business expenses.

8 90. Plaintiff and other Aggrieved Employees were expected/required by Defendants to
9 use their personal cell phones for purposes of contacting customers, speaking with management and
10 co-workers, attending work-related meetings, GPS, update store shelving, downloading multiple
11 phone applications, and other expenses incurred by Plaintiff and Aggrieved Employees such as
12 fuel/mileage/wear and tear and clothing. Plaintiff and other Aggrieved Employees were required to
13 download work-related applications used for communication with store management and
14 employees, scheduling, and sales tracking.

15 91. Plaintiff and Aggrieved Employees were also required by Defendants to utilize their
16 personal home internet access for the purpose of engaging with customers, supervisors, and other
17 employees for work, without being reimbursed.

18 92. Furthermore, based on information and belief, Plaintiff and other Aggrieved
19 Employees have unreimbursed business expenses for maintaining their work uniforms at
20 Defendants, and for using their personal vehicles for business purposes, such as traveling to retail
21 sites or customer homes for site surveys.

22 93. As a result, Defendants have violated and continue to violate California Labor Code
23 section 2802, by knowingly failing to reimburse Plaintiff and other Aggrieved Employees for
24 necessary business expenditures they incurred. Plaintiff and other Aggrieved Employees have
25 incurred and continue to incur necessary and unreimbursed business expenses/losses. Defendants
26 have had and continue to have a policy and practice of not reimbursing Plaintiff and other Aggrieved
27 Employees for the necessary expenses incurred in order to discharge their duties for Defendants.
28 Defendants must reimburse Plaintiff and other Aggrieved Employees, along with penalties, interest,

1 attorney fees, and costs.

2 94. Defendants fail to reimburse necessary business expenses, violating California Labor
3 Code section 2802.

4 95. “An employer shall indemnify his or her employee for all necessary expenditures or
5 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
6 or her obedience to the directions of the employer, even though unlawful, unless the employee, at
7 the time of obeying the directions, believed them to be unlawful.” (Cal. Labor Code § 2802(a).)

8 96. California Labor Code section 2802(c) provides: “For purposes of this section, the
9 term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited
10 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

11 97. Pursuant to California law, when tools or equipment are required by the employer or
12 are necessary to the performance of a job, such tools and equipment shall be provided and
13 maintained by employer, except that an employee whose wages are at least two (2) times the
14 minimum wage provided herein may be required to provide and maintain hand tools and equipment
15 customarily required by the trade or craft. See applicable IWC Wage Orders, including Wage
16 Orders, 4-2001, 5-2001, and 7-2001, § 9 (b). “[A]ny contract or agreement, express or implied,
17 made by any employee to waive the benefits of this article or any part thereof, is null and void, and
18 this article shall not deprive any employee or his personal representative of any right or remedy to
19 which he is entitled to under the laws of this State.” See Cal. Lab. Code § 2804.

20 98. Based on information and belief, Plaintiff and Aggrieved Employees were
21 improperly required to provide and maintain work tools that are supposed to be the responsibility of
22 the employer.

23 99. Because Defendants have failed and continue to fail to reimburse these necessary
24 business expenses to Plaintiff and other Aggrieved Employees and have failed to pay interest under
25 California Labor Code section 2802(b), Defendants have violated California Labor Code section
26 2802 and 2800, *et seq.*

27
28 ///

100. Additionally, the acts and omissions herein violated California Labor Code section 2802(a), and further violates California Labor Code sections 221 through 224. Plaintiff and Aggrieved Employees are entitled to attorney's fees under to California Labor Code section 2802(c).

Failure to Provide Paid Sick Days

101. Pursuant to California Labor Code section 246:

(a) "An employee who ... works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days

(b) "An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked..."

102. California Labor Code section 247 sets forth:

(a) In each workplace of the employer, the employer shall display a poster in a conspicuous place containing all the information specified in subdivision.

(b) The poster shall state all of the following:

(1) An employee is entitled to accrue, request, and use paid sick days.

(2) The amount of sick days provided for by this article.

(3) The terms of use of paid sick days.

(4) That retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both, is prohibited and that an employee has the right under this article to file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

103. Pursuant to California Labor Code section 246(a), Defendants failed to provide the proper paid sick leave to Plaintiff and Aggrieved Employees. Defendants failed to keep an accurate account and documentation of Plaintiff's and Aggrieved Employees' sick leave both accrued and taken, failed to provide paid sick leave in the workplace as required by California Labor Code section 247, failed to provide Plaintiff and other Aggrieved Employees with the proper written notice under Labor Code section 2810.5 of their rights to sick leave pay, failed to provide them with

1 their sick leave accrual through means such as their wage statements, so that Plaintiff and other
2 Aggrieved Employees would rightfully and lawfully know their sick leave accrual and pay that they
3 earned while working for Defendants and thus giving them the option to use their accrued sick leave.
4 Additionally, Defendants failed to incorporate shift differential pay, earned bonuses, commissions,
5 and other non-discretionary incentive compensation into the sick leave pay rate calculation for
6 Plaintiff and Aggrieved Employees

7 104. California Labor Code section 247.5 sets forth:

8 (a) An employer shall keep for at least three years records documenting the hours
9 worked and paid sick days accrued and used by an employee and shall allow the
10 Labor Commissioner to access these records pursuant to the requirements set forth
11 in Section 1174. An employer shall make these records available to an employee in
12 the same manner as described in Section 226. If an employer does not maintain
13 adequate records pursuant to this section, it shall be presumed that the employee is
14 entitled to the maximum number of hours accruable under this article, unless the
15 employer can show otherwise by clear and convincing evidence.

16 105. California Labor Code section 233 provides that “any employer who provides sick
17 leave for employees shall permit an employee to use in any calendar year the employee’s accrued
18 and available sick leave entitlement, in an amount not less than sick leave that would be accrued
19 during six months at the employee’s then current rate of entitlement, for the reasons specified in
20 subdivision (a) of Section 246.5.”

21 106. Defendants’ policies and practice of failing to provide the proper paid sick days to
22 Plaintiff and other Aggrieved Employees, failing to provide notice in the workplace, failing to
23 inform Plaintiff and Aggrieved Employees of their accrued and used sick leave, failing to properly
24 calculate the sick leave pay rate by incorporating shift differentials, earned bonuses, commissions,
25 and other non-discretionary incentive compensation, and failing to maintain accurate records,
26 according to law places Defendants in violation of Labor Code sections 233, 234, 245-248.5, 246.5,
27 and 249. Plaintiff and Aggrieved Employees are entitled to injunctive relief under PAGA, and any
28 applicable statutes, attorney’s fees, declaratory relief, restitution, and penalties as permitted by law.

1 **Failure to Provide Suitable Resting Facilities**

2 107. Applicable sections of Cal. Code Reg., Tit. 8, including Sections, 11040, 11050, and
3 11070(13) (B) provides that suitable resting facilities shall be provided in an area separate from the
4 toilet rooms and shall be available to employees during work hours. defendants failed to provide
5 plaintiff and aggrieved employees with a suitable resting facility or suitable breakroom required by
6 law to allow for plaintiff and aggrieved employees to use during work hours, and more specifically,
7 during their meal and rest periods. Despite their ability to do so, defendants have willfully failed to
8 provide suitable resting facilities to its Aggrieved Employees. Defendants' failure to provide
9 suitable resting facilities to Plaintiff and Aggrieved Employees violated and continues to violate all
10 applicable IWC Wage Orders, including Wage Orders, 4-2001, 5-2001, and 7-2001 and the
11 California Labor Code, including but not limited to section 1198.

12 **Failure to Provide Suitable Seating**

13 108. Applicable IWC Wage Orders, including Wage Orders 4-2001, 5-2001, and 7-2001,
14 Section 14(A-B) states: (a) All working employees shall be provided with suitable seats when the
15 nature of the work reasonably permits the use of seats; (b)When employees are not engaged in the
16 active duties of their employment and the nature of the work requires standing, an adequate number
17 of suitable seats shall be placed in reasonable proximity to the work area and employees shall be
18 permitted to use such seats when it does not interfere with the performance of their duties.

19 109. Defendants failed to permit Plaintiff and Aggrieved Employees the use of seats when
20 it did not interfere with the performance of their duties. Additionally, Defendants failed to provide
21 Plaintiff and Aggrieved Employees with suitable seats as mandated by law, including when Plaintiff
22 and Aggrieved Employees were not engaged in duties that required standing.

23 110. Defendants' policies and practice of failing to provide suitable seating to Plaintiff and
24 Aggrieved Employees, according to law places Defendants in violation of California Labor Code
25 sections 1198 and 1199 and applicable sections of Cal. Code Reg., Tit. 8, including Sections 11040,
26 11050, and 11070(14), and therefore, Defendants are liable for civil penalties under California Labor
27 Code sections 1199 and 2699.

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Unlawful Deductions

111. California Labor Code section 221 provides that it is unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. On information and belief, Defendants have violated Cal. Labor Code section 221 due to not paying the proper meal period premiums from Plaintiff and Aggrieved Employees' paychecks. On information and belief, Defendants made unlawful deductions from Plaintiff's and Aggrieved Employees' paychecks during the relevant period, including but not limited to deducting wages/costs, overtime and double-time wages owed as a result of Defendants' failure to properly calculate the regular rate of pay, meal and rest period premiums, sick leave wages paid at improper rates, paid time off and vacation pay calculated at an incorrect final rate, wages lost through Defendants' time rounding policies, unpaid wages for off-the-clock work, and reporting time pay.

112. This constitutes a practice in violation of including but not limited to, Labor Code Sections 221-222 which subjects Defendants to civil penalties under Labor Code Section 2699 for violation of Labor Code Section 221, et al. Labor Code §224 prohibits employers from making deductions from an employee's wages not authorized by the employee in writing or permitted by law. Labor Code §2751 provides that: Whenever an employer enters into a contract of employment with an employee for services to be rendered within this state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing and shall set forth the method by which the commissions shall be computed and paid. Defendants failed to provide Plaintiff and Aggrieved Employees with written commission contracts setting forth the method by which commissions would be computed and paid, in violation of California Labor Code section 2751. As a result, Defendants are subject to civil penalties pursuant to California Labor Code section 2699 for each Aggrieved Employee for each pay period during which this violation occurred.

113. Plaintiff, individually and on behalf of the State of California and Aggrieved Employees are entitled to penalties pursuant to Labor Code Section 2699 and Labor Code section 225.5, which establishes that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure

1 to pay each employee.”

2 **Failure to Provide Reporting Time Pay**

3 114. Applicable IWC Wage Orders, including Section 5 of Wage Orders 4-2001, 5-
4 2001, and 7-2001 set forth:

5 **Reporting Time Pay**

6 (A)Each workday an employee is required to report for work and does report, but is
7 not put to work or is furnished less than half said employee's usual or scheduled day's
8 work, the employee shall be paid for half the usual or scheduled day's work, but in
9 no event for less than two (2) hours nor more than four (4) hours, at the employee's
10 regular rate of pay, which shall not be less than the minimum wage.

11 115. defendants’ policies and practices were to have Plaintiff and other Aggrieved
12 Employees report to work for Defendants but when they reported to work for a scheduled shift,
13 Plaintiff and Aggrieved Employees did not work the required time under Section 5 of the applicable
14 IWC Wage Orders, including Wage Orders, 4-2001, 5-2001, and 7-2001, they were dismissed for
15 the day without any work, and/or they were not compensated for all the reporting time wages they
16 were owed according to California law.

17 116. Defendants’ policies and practice of failing to pay reporting time pay, according to
18 law places Defendants in violation of all applicable IWC Wage Orders, including Wage Orders, 4-
19 2001, 5-2001, and 7-2001 (5), the California Labor Code, Labor Code sections 1198 and 1199,
20 subjecting Defendants to civil penalties under Labor Code sections 1199 and 2699.

21 **California Labor Code Sections 551-553 (Day of Rest)**

22 117. Labor Code § 551 states “Every person employed in any occupation of labor is
23 entitled to one day’s rest therefrom in seven.” Labor Code § 552 states “No employer of labor shall
24 cause his employees to work more than six days in seven.” Labor Code § 553 states “Any person
25 who violates this chapter is guilty of a misdemeanor.”

26 118. On information and belief, Defendants have established and continued to enforce a
27 uniform policy and practice requiring Aggrieved Employees to work at least seven consecutive days
28 within a workweek. This policy and practice directly violate California Labor Code Section 551,

1 which mandates that employees be allowed one day of rest in seven, and Section 552, which further
2 prohibits employers from compelling employees to work more than six days in seven, in a
3 workweek. Additionally, based on information and belief and in violation of California law,
4 including Labor Code Sections 551-552, Plaintiff and Aggrieved Employees were suffered,
5 permitted, or required to work at least seven consecutive days in a workweek. As a result,
6 Defendants have caused and continue to cause harm to Aggrieved Employees by denying them their
7 legal right to rest days as mandated under California law. Therefore, Defendants are in violation of
8 Labor Code Sections 551-552.

9 **Maximum Hours of Work**

10 119. Labor Code sections 1198 provides that the maximum hours of work and the
11 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
12 standard conditions of labor for employees. The employment of any employee for longer hours
13 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.
14 Labor Code section 1199 makes it unlawful for any employer to violate or refuse to comply with
15 any provision of this chapter or any order or ruling of the commission, including Labor Code
16 sections 1174, 1197, and 1198.

17 120. Defendants' violations of minimum wage, overtime, rest periods, meal periods,
18 reporting time pay, split-shift premiums, suitable seating, suitable resting facilities, business
19 expense reimbursement, wage statements, as well as recordkeeping provisions as well as
20 recordkeeping provisions, and other violations set forth above result in separate violations of
21 sections 1198 and 1199, which violate Labor Code Sections 1197.1 and 2699.

22 **Failure to Pay or Provide Vested Vacation Time/Paid Time Off**

23 121. California Labor Code section 227.3 sets forth that "Unless otherwise provided by a
24 collective-bargaining agreement, whenever a contract of employment or employer policy provides
25 for paid vacations, and an employee is terminated without having taken off his vested vacation time,
26 all vested vacation shall be paid to him as wages at his final rate in accordance with such contract
27 of employment or employer policy respecting eligibility or time served; provided, however, that an
28 employment contract or employer policy shall not provide for forfeiture of vested vacation time

1 upon termination.”

2 122. Defendants maintain a policy and practice of failing to allow Plaintiff and Aggrieved
3 Employees to use their vested paid time off, including vacation time during their employment with
4 Defendants. In violation of California law, including Labor Code section 227.3, Defendants fail to
5 pay Plaintiff and Aggrieved Employees for vested accrued paid time off (including but not limited
6 to, all owed vacation pay/paid time off paid at the proper final rate including shift differentials,
7 earned bonuses, commissions, and other non-discretionary incentive compensation) upon separation
8 of employment.

9 123. Defendants’ policies and practice of failing to allow Plaintiff and other Aggrieved
10 Employees to use their vested paid time off, including vacation time during their employment with
11 Defendants, and failure to pay Plaintiff and other Aggrieved Employees for their vested, accrued
12 paid time off upon separation of employment and at the proper rate (including but not limited to, all
13 owed vacation pay/paid time off paid at the proper final rate including shift differentials, earned
14 bonuses, commissions, and other non-discretionary incentive compensation), places Defendants in
15 violation of Labor Code section 227.3 and California law

16 **Violation of California Labor Code Section 223**

17 124. California Labor Code § 223 states: “Where any statute or contract requires an
18 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
19 while purporting to pay the wage designated by statute or by contract.” Labor Code section 223
20 makes it unlawful for an employer to secretly pay wages lower than required by statute while
21 purporting to pay legal wages. Defendants failed to pay Plaintiff and Aggrieved Employees
22 minimum and overtime wage compensation for all hours worked. Defendants further deprived
23 Plaintiff and Aggrieved Employees of required wages under California law by failing to incorporate
24 shift differentials, earned bonuses, commissions, and other non-discretionary incentive
25 compensation, including sick leave, vacation pay, and paid time off into the regular rate of pay,
26 resulting in the systematic underpayment of wages owed. Defendants paid Plaintiff and Aggrieved
27 Employees lower wages than those they were entitled to while purporting that Plaintiff and
28 Aggrieved Employees were properly paid. As such, Plaintiff and Aggrieved Employees are entitled

1 to recover penalties, attorney's fees, costs, and interest in accordance with Labor Code § 2699.

2 **Violation of California Labor Code Section 216**

3 125. California Labor Code § 216 states: "In addition to any other penalty imposed by this
4 article, any person, or an agent, manager, superintendent, or officer thereof is guilty of a
5 misdemeanor, who: (a) Having the ability to pay, willfully refuses to pay wages due and payable
6 after demand has been made. (b) Falsely denies the amount or validity thereof, or that the same is
7 due, with intent to secure for himself, his employer or other person, any discount upon such
8 indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom
9 such indebtedness is due." Labor Code section 216 declares unlawful an employer's refusal to pay
10 wages due and payable and/or denial of the validity of any claim to wages due.

11 126. Defendants violated Labor Code section 216 by failing to pay Plaintiff and
12 Aggrieved Employees for all hours worked at the proper wage rate, including off-the-clock work,
13 by failing to pay an additional hour of pay for each meal and/or rest period not provided or not in
14 accordance with the law, by failing to pay paid time off, vacation pay and sick leave wages at the
15 proper rates, and by failing to incorporate shift differentials, earned bonuses, commissions, and other
16 non-discretionary incentive compensation into the regular rate of pay.

17 127. Each violation Plaintiff and Aggrieved Employees are entitled to civil penalties, for
18 each pay period during which the statute's provisions were violated pursuant to Labor Code section
19 225.5, 2699.

20 **California Labor Code Sections 218.5, 218.6, 226(e), 1194, 1194.2. and 2698, et seq.**

21 128. Employees are granted the right to pursue the outstanding balance of regular wages,
22 minimum wages, overtime wages/pay, reimbursements, damages, liquidated damages, penalties,
23 interest, and reasonable attorney's fees and costs under Labor Code Sections 218.5, 218.6, 226(e),
24 1194, and 1194.2. The California Labor Code, including Labor Code §§ 2698, et seq., provides
25 employees the right to recovery of reasonable attorney's fees and costs and also entitles them to
26 collect 25% of the penalty assessment and 100% of the underpaid wages. As a result, Plaintiff and
27 Aggrieved Employees, are entitled to all remedies available to them under California law, California
28 Labor Code, including PAGA, for all violations committed by Defendants.

Penalties

129. Pursuant to California law, and including without limitation to Labor Code sections 558, 2699(f)(2), and all applicable IWC Wage Orders, including Wage Orders 4-2001, 5-2001, and 7-2001, section 20, each violation of each Labor Code section and each Wage Order provisions, results in a separate civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Pursuant to California law, and including without limitation to Labor Code sections 558, 2699(f)(2), and all applicable IWC Wage Orders, including Wage Orders 4-2001, 5-2001, and 7-2001, section 20, each violation of each Labor Code section and each Wage Order provisions, results in a separate civil penalty, for each Aggrieved Employee for each pay period during which the referenced statutes and Wage Order provisions were violated.

130. Pursuant to California Labor Code § 2699, Plaintiff, individually, and on behalf of Aggrieved Employees, request and are entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

131. Penalties under California Labor Code § 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

132. Penalties under all applicable sections of the California Code of Regulations Title 8, including §§ 11040, 11050, and 11070 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

133. Penalties under California Labor Code § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

134. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250)

1 for each aggrieved employee per pay period for each subsequent violation;

2 135. Any and all additional penalties as provided by the Labor Code and/or other statutes;
3 and

4 136. Plaintiff requests penalties against Defendants as provided under Lab. Code Section
5 2699(f), plus reasonable attorneys' fees and costs, in amounts to be proved at trial.

6 **PRAYER FOR RELIEF**

7 Plaintiff, on behalf of herself and all other Aggrieved Employees, prays for relief and
8 judgment against Defendants, as follows:

9 1. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in Labor
10 Code § 2698 et seq., for Defendants' violations of including without limitation to Labor Code §§200,
11 201-203, 204, 208, 210, 216, 218, 218.5, 218.6, 221-223, 224, 226, 226.2, 226.3, 226.6, 226.7,
12 227.3, 233, 234, 245-248.5, 246.5, 248.6, 249, 351, 353, 432, 432.5, 432.7, 510, 512, 551-553, 558,
13 558.1, 1024.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2751,
14 2800 et seq., 2802, 2804, and 2810.5. DEFENDANTS also violated applicable sections of Cal. Code
15 Reg., Tit. 8, including Sections, 11040, 11050, and 11070, and all applicable IWC Wage Orders,
16 including Wage Orders 4-2001, 5-2001, and 7-2001;

17 2. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code §§
18 210, 1194, and 2699, and any other applicable statute; and

19 3. For such other and further relief the court may deem just and proper.

20
21 Dated: May 20, 2026

NATHAN & ASSOCIATES, APC

22 By: /s/ Reuben D. Nathan
23 Reuben D. Nathan
24 Attorneys for Plaintiff
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