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KAILEE FROCCHI, HANNAH HOWARD,

JEREMIAH MEYER, and KATHERINE WERNER;

and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KAILEE FROCCHI, an individual; HANNAH
HOWARD, an individual; JEREMIAH
MEYER, an individual; and KATHERINE
WERNER, an individual and on behalf of all
others similarly situated,

Plaintiffs,

v.

COREPOWER YOGA LLC, a Colorado
limited liability company; KADA
O'CONNOR, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 23STCV21870

CLASS ACTION

[Assigned for all purposes to the Hon. Lawrence
Riff, Dept. 7]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3

10. UNFAIR COMPETITION; and

11. CIVIL PENALTIES UNDER THE
LABOR CODE PRIVATE
ATTORNEYS' GENERAL ACT (2004)
FOR VIOLATIONS OF LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5,
1197.1, AND 2699, *et seq*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

Plaintiffs KAILEE FROCCHI, HANNAH HOWARD, JEREMIAH MEYER, and
KATHERINE WERNER on behalf of Plaintiffs and all others similarly situated, allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against COREPOWER YOGA LLC, a Colorado limited liability company, and any of its respective subsidiaries or affiliated companies within the State of California ("Corepower"); and Kada O'Connor ("O'Connor" and collectively, with Corepower and DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against COREPOWER YOGA LLC, a Colorado limited liability company, and any of its respective subsidiaries or affiliated companies within the State of California ("Corepower"), (and with DOES 1 through 100, as further defined below, "Defendants") as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5,

1 1198.5, 1527, 3366, 3457, and 8397.4, on behalf of all employees of Defendants working within the
2 Civil Penalty Period (collectively, “Aggrieved Employees”).

3 **PARTIES**

4 **A. Plaintiffs**

5 3. Plaintiff KAILEE FROCCHI is a resident of the State of California. Plaintiff
6 KAILEE FROCCHI is informed and believes, and based thereon alleges, that at all relevant times
7 herein, Defendants employed Plaintiff KAILEE FROCCHI as a non-exempt employee, with duties
8 that included, but were not limited to, teaching yoga and maintaining yoga studios. Plaintiff
9 KAILEE FROCCHI is informed and believes, and based thereon alleges, that Plaintiff KAILEE
10 FROCCHI worked for Defendants from approximately March of 2022 through the present.

11 4. Plaintiff HANNAH HOWARD is a resident of the State of California. Plaintiff
12 HANNAH HOWARD is informed and believes, and based thereon alleges, that at all relevant
13 times herein, Defendants employed Plaintiff HANNAH HOWARD as a non-exempt employee,
14 with duties that included, but were not limited to, sales and maintaining yoga studios. Plaintiff
15 HANNAH HOWARD is informed and believes, and based thereon alleges, that Plaintiff
16 HANNAH HOWARD worked for Defendants from approximately October of 2022 through
17 approximately December of 2022.

18 5. Plaintiff JEREMIAH MEYER is a resident of the State of California. Plaintiff
19 JEREMIAH MEYER is informed and believes, and based thereon alleges, that at all relevant times
20 herein, Defendants employed Plaintiff JEREMIAH MEYER as a non-exempt employee, with
21 duties that included, but were not limited to, teaching yoga and maintaining yoga studios. Plaintiff
22 JEREMIAH MEYER is informed and believes, and based thereon alleges, that Plaintiff
23 JEREMIAH MEYER worked for Defendants from approximately October of 2023 through the
24 present.

25 6. Plaintiff KATHERINE WERNER is a resident of the State of California. Plaintiff
26 KATHERINE WERNER is informed and believes, and based thereon alleges, that at all relevant
27 times herein, Defendants employed Plaintiff KATHERINE WERNER as a non-exempt employee,
28 with duties that included, but were not limited to, teaching yoga, managing and maintaining yoga

1 studios. Plaintiff KATHERINE WERNER is informed and believes, and based thereon alleges,
2 that Plaintiff KATHERINE WERNER worked for Defendants from approximately September of
3 2015 through the present.

4 **B. Defendants**

5 7. Plaintiffs are informed and believe, and based thereon, allege that defendant
6 Corepower is, and at all times relevant hereto was, a limited liability company organized and
7 existing under and by virtue of the laws of the State of Colorado and doing business in the County
8 of Los Angeles, State of California.

9 8. Plaintiffs are informed and believe, and based thereon, allege that defendant
10 O'Connor is, and at all times relevant hereto was, an individual residing in California, as well as the
11 District Manager of Defendant Corepower.

12 9. The true names and capacities, whether individual, corporate, associate, or otherwise,
13 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
14 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
15 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
16 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
17 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
18 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
19 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
20 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
21 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
22 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
23 include Corepower, and any of their parent, subsidiary, or affiliated companies within the State of
24 California, as well as O'Connor and DOES 1 through 100 identified herein.

25 **JOINT LIABILITY ALLEGATIONS**

26 10. Plaintiffs are informed and believe and based thereon allege that all the times
27 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
28 representative, joint venture or co-conspirator of each of the other defendants, either actually or

1 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
2 employment, joint venture, and conspiracy.

3 11. All of the acts and conduct described herein of each and every corporate defendant
4 was duly authorized, ordered, and directed by the respective and collective defendant corporate
5 employers, and the officers and management-level employees of said corporate employers. In
6 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
7 their said employees, agents, and representatives, and each of them; and upon completion of the
8 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
9 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
10 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
11 aforementioned corporate employees, agents and representatives.

12 12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
13 thereon alleges that Defendants, and each of them, are joint employers.

14 **JURISDICTION**

15 13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
16 of Civil Procedure section 410.10.

17 14. Venue is proper in Los Angeles County, California pursuant to Code of Civil
18 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
19 causes of action complained of herein arose; the county in which the employment relationship
20 began; the county in which performance of the employment contract, or part of it, between Plaintiffs
21 and Defendants was due to be performed; the county in which the employment contract, or part of
22 it, between Plaintiffs and Defendants was actually performed; and the county in which Defendants,
23 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs
24 and Class Members in Los Angeles County, and because Defendants employ numerous Class
25 Members in Los Angeles County.

26 15. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
27 Defendants during the applicable statutory period and suffered one or more of the Labor Code
28 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil

1 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
2 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
3 reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former
4 employees of Defendants during the Civil Penalty Period.

5 16. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
6 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
7 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
8 PAGA allegations described herein is not required.

9 17. During the period beginning one (1) year preceding the provision of notice to the LWDA
10 regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants
11 violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213,
12 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 404, 432, 432.3, 432.5, 432.7, 432.8, 510,
13 512, 558, 1102.5, 1174, 1174.5, 11821.12, 1194, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2802,
14 2810.5, 3366, 3457, and 8397.4, among others, California Code of Regulations, Title 8, Section
15 3395, Business and Professions Code sections 16600, 16700, and 17200, Government Code section
16 12952, as well as applicable Wage Orders.

17 18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such
18 as Plaintiff, on behalf of Plaintiffs and all other aggrieved current and former employees within the
19 statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified
20 in Labor Code section 2699.3.

21 19. On or around September 11, 2023, Plaintiffs provided written notice pursuant to Labor
22 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
23 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
24 as well as by certified mail, with return receipt requested to Defendants, and each of them.

25 20. Plaintiffs also provided Defendants, and each of them, with notice under Labor Code
26 section 2810.3, subdivision (d) that Plaintiffs would seek to hold them liable for each other’s wage
27 and hour violations under Labor Code section 2810.3 on September 11, 2023, by certified mail with
28 return receipt requested.

21. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the September 11, 2023, postmarked date of the herein-described notice sent by Plaintiffs to the LWDA and Defendants

FACTUAL BACKGROUND

22. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class Members.

23. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to pay minimum wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class Members.

24. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, at times, failed to provide Plaintiffs and Class Members, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws.

25. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to authorize and permit Plaintiffs and Class Members, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major

1 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
2 California wage and hour laws.

3 26. For at least three (3) years prior to the filing of this action and continuing to the
4 present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the
5 full amount of their wages owed to them upon termination and/or resignation as required by Labor
6 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
7 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.

8 27. For at least one (1) year prior to the filing of this Action and continuing to the present,
9 Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with
10 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
11 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
12 hours worked at each hourly rate; the name and address of the legal entity that is the employer; the
13 name and address of the entity securing the services of the farm labor contractor who employed
14 Plaintiffs and Class Members; and other such information as required by Labor Code section 226,
15 subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an
16 accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

17 28. For at least one (1) year prior to the filing of this action and continuing to the present,
18 Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full
19 amount of their wages for labor performed in a timely fashion as required under Labor Code section
20 204.

21 29. For at least three (3) years prior to the filing of this action and continuing to the
22 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
23 costs incurred in mileage and/or gas costs incurred in driving personal vehicles for work-related
24 purposes; using cellular phones for work-related purposes; and purchasing tools necessary to
25 perform work duties.

26 30. For at least four (4) years prior to the filing of this action and continuing to the
27 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
28 situated employees or former employees within the State of California with compensation at their

1 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

2 31. For at least four (4) years prior to the filing of this action and continuing to the
3 present, Defendants have had a consistent policy of failing to provide Plaintiffss and similarly
4 situated employees or former employees within the State of California with the rights provided to
5 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
6 245, *et seq.*

7 32. Plaintiffs, on their own behalf and on behalf of Class Members, bring this action
8 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
9 227.3, 245, *et seq.*, 510, 512, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title
10 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
11 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,
12 failure to indemnify work-related expenses, failure to pay interest on deposits made, failing to pay
13 vested vacation time at the proper rate of pay, other such provisions of California law, and
14 reasonable attorneys' fees and costs.

15 33. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
16 Business and Professions Code sections 17200 through 17208, also seek (an) injunction(s)
17 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
18 appropriate and effective means to prevent further violations, as well as all monies owed but
19 withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as
20 restitution of amounts owed.

21 **CLASS ACTION ALLEGATIONS**

22 34. Plaintiffs bring this action on behalf of Plaintiffs and Class Members as a class action
23 pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current
24 and former non-exempt employees of Defendants within the State of California at any time
25 commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice
26 of the class action is provided to the class (collectively referred to as "Class Members").

27 35. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b)
28 to amend or modify the class description with greater specificity, further divide the defined class

1 into subclasses, and to further specify or limit the issues for which certification is sought.

2 36. This action has been brought and may properly be maintained as a class action under
3 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
4 of interest in the litigation and the proposed Class is easily ascertainable.

5 **A. Numerosity**

6 37. The potential Class Members as defined are so numerous that joinder of all the
7 members of the Class is impracticable. While the precise number of Class Members has not been
8 determined yet, Plaintiffs are informed and believe that there are over seventy-five (75) Class
9 Members employed by Defendants within the State of California.

10 38. Accounting for employee turnover during the relevant periods necessarily increases
11 this number. Plaintiffs allege Defendants' employment records would provide information as to the
12 number and location of all Class Members. Joinder of all members of the proposed Class is not
13 practicable.

14 **B. Commonality**

15 39. There are questions of law and fact common to Class Members. These common
16 questions include, but are not limited to:

- 17 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
18 worked at a proper overtime rate of pay?
- 19 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
20 for all other time worked at the employee's regular rate of pay and a rate of pay that
21 is greater than the applicable minimum wage?
- 22 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
23 Class Members to take compliant meal periods?
- 24 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed or interrupted meal periods?
- 26 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
27 Class Members to take compliant rest periods?
- 28 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members

1 with additional wages for missed rest periods?

2 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
3 Members upon termination or resignation all wages earned?

4 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
5 section 203?

6 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
7 Class Members with accurate wage statements?

8 J. Did Defendants fail to pay Class Members in a timely fashion as required under
9 Labor Code section 204?

10 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
11 losses incurred in direct consequence of the discharge of their duties or by obedience
12 to the directions of Defendants as required under Labor Code section 2802?

13 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
14 with compensation at their final rate of pay for vested paid vacation time.

15 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
16 section 17200, *et seq.*, by their unlawful practices as alleged herein?

17 N. Are Class Members entitled to restitution of wages under Business and Professions
18 Code section 17203?

19 O. Are Class Members entitled to costs and attorneys' fees?

20 P. Are Class Members entitled to interest?

21 **C. Typicality**

22 40. The claims of Plaintiffs herein alleged are typical of those claims which could be
23 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
24 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
25 damages arising out of and caused by Defendants' common course of conduct in violation of laws
26 and regulations that have the force and effect of law and statutes as alleged herein.

27 **D. Adequacy of Representation**

28 41. Plaintiffs will fairly and adequately represent and protect the interest of Class

1 Members. Counsel who represents Plaintiffs is competent and experienced in litigating wage and
2 hour class actions.

3 **E. Superiority of Class Action**

4 42. A class action is superior to other available means for the fair and efficient
5 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
6 questions of law and fact common to Class Members predominate over any questions affecting only
7 individual Class Members. Class Members, as further described therein, have been damaged and
8 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
9 violation of the Labor Code at times, as set out herein.

10 43. Class action treatment will allow Class Members to litigate their claims in a manner
11 that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware
12 of any difficulties that are likely to be encountered in the management of this action that would
13 preclude its maintenance as a class action.

14 **FIRST CAUSE OF ACTION**

15 **(Failure to Pay Overtime Wages – Against All Defendants)**

16 44. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

18 45. At all relevant times, Plaintiffs and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
20 Wage Orders.

21 46. At all times relevant to this Complaint, Labor Code section 510 was in effect and
22 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
23 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
24 at the rate of no less than one and one-half times the regular rate of pay for an employee."

25 47. At all times relevant to this Complaint, Labor Code section 510 further provided that
26 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
27 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
28 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of

1 pay.”

2 48. Four (4) years prior to the filing of the Complaint in this Action through the present,
3 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
4 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
5 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
6 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
7 actually worked at the proper overtime rate of pay to the detriment of Plaintiffs and Class Members.

8 49. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater
9 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
10 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
11 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
12 applicable IWC Wage Orders, and California law.

13 50. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have
14 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
15 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
16 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

17 **SECOND CAUSE OF ACTION**

18 **(Failure to Pay Minimum Wages – Against All Defendants)**

19 51. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
20 preceding paragraphs as though fully set forth hereat.

21 52. At all relevant times, Plaintiffs and Class Members were employees or former
22 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

23 53. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and
24 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
25 Defendants’ control.

26 54. For four (4) years prior to the filing of the Complaint in this Action through the
27 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
28 their regular rate of pay that is above the minimum wage to the detriment of Plaintiffs and Class

1 Members.

2 55. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
3 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
4 for all hours worked or otherwise due.

5 56. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
6 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled
7 to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
8 damages, reasonable attorneys' fees and costs of suit.

9 **THIRD CAUSE OF ACTION**

10 **(Failure to Provide Meal Periods – Against All Defendants)**

11 57. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
12 preceding paragraphs as though fully set forth hereat.

13 58. At all relevant times, Plaintiffs and Class Members were employees or former
14 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

15 59. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
16 employ an employee for a work period of more than five (5) hours without a timely meal break of
17 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
18 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
19 per day without providing the employee with a second timely meal period of not less than thirty (30)
20 minutes in which the employee is relieved of all of his or her duties.

21 60. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
22 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
23 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
24 of compensation for each workday that the meal period is not provided.

25 61. For four (4) years prior to the filing of the Complaint in this Action through the
26 present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute,
27 duty-free uninterrupted meal periods every five hours of work without waiving the right to take
28 them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay

1 at the Class Member's regular rate of compensation on the occasions that Class Members were not
2 provided compliant meal periods.

3 62. By their failure to provide Plaintiffs and Class Members compliant meal periods as
4 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
5 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
6 violated the provisions of Labor Code section 512 and applicable Wage Orders.

7 63. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
8 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
9 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

10 64. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
11 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
12 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
13 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

14 **FOURTH CAUSE OF ACTION**

15 **(Failure to Provide Rest Periods – Against All Defendants)**

16 65. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

18 66. At all relevant times, Plaintiffs and Class Members were employees or former
19 employees of Defendants covered by applicable Wage Orders.

20 67. California law and applicable Wage Orders require that employers "authorize and
21 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
22 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
23 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
24 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
25 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
26 thirty (30) minutes of paid rest period.

27 68. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
28 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare

Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

69. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

70. By their failure, at times, to authorize and permit Plaintiffs and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

71. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

72. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

73. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

74. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

1 75. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were
2 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
3 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
4 discharge immediately upon termination. Class Members who resigned were entitled to payment
5 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
6 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
7 unpaid at the time of resignation.

8 76. Plaintiffs are informed and believe, and based thereon alleges, that in the three (3)
9 years before the filing of the Complaint in this Action through the present, Defendants, due to the
10 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class
11 Members all wages earned prior to resignation or termination in accordance with Labor Code
12 sections 201 or 202.

13 77. Plaintiffs are informed, and believe are informed and believe that Defendants'
14 failure, at times, to pay Plaintiffs and Class Members all wages earned prior to termination or
15 resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the
16 ability to pay all wages earned by Plaintiffs and Class Members at the time of termination in
17 accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices
18 incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at
19 times, to pay all wages earned prior to termination or resignation.

20 78. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to
21 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
22 resignation, until paid, up to a maximum of thirty (30) days.

23 79. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
24 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
25 prior to termination or resignation.

26 80. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
27 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
28 waiting time penalties, interest, and their costs of suit, as well.

1 **SIXTH CAUSE OF ACTION**

2 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

3 81. Plaintiffs realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 82. At all relevant times, Plaintiffs and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

7 83. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
8 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
9 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
10 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate, among other things.

12 84. Plaintiffs are informed and believe, and based thereon alleges, that in the one (1) year
13 before the filing of the Complaint in this Action through the present, Defendants failed to comply
14 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
15 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
16 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
17 all applicable hourly rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate, among other things.

19 85. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
20 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
21 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
22 provided wage statements that Defendants knew were not accurate.

23 86. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
24 suffered injury. The absence of accurate information on Class Members' wage statements at times
25 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
26 mathematical computations to determine the amount of wages owed; causes difficulty and expense
27 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
28 about wages and amounts deducted from wages to state and federal governmental agencies, among

1 other things.

2 87. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
3 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
4 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
5 pay period, not to exceed an aggregate \$4,000.00 per employee.

6 88. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
7 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
8 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
9 attorneys' fees, and costs of suit.

10 **SEVENTH CAUSE OF ACTION**

11 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

12 89. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
13 incorporate each by reference as though fully set forth hereat.

14 90. At all relevant times, Plaintiffs and Class Members were employees or former
15 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

16 91. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
17 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
18 during which the labor was performed, and labor performed between the 16th and the last day,
19 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
20 month.”

21 92. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
22 independent and apart from, any other penalty provided in this article, every person who fails to pay
23 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
24 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
25 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
26 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
27 percent of the amount unlawfully withheld.”

28 93. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year

1 before the filing of the Complaint in this Action through the present, Defendants employed policies
2 and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with
3 Labor Code section 204.

4 94. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to
5 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one
6 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
7 for each subsequent violation in connection with each payment that was made in violation of Labor
8 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

9 95. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
10 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of
11 penalties, interest, and their costs of suit, as well.

12 **EIGHTH CAUSE OF ACTION**

13 **(Violation of Labor Code § 2802 – Against All Defendants)**

14 96. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
15 preceding paragraphs as though fully set forth hereat.

16 97. At all relevant times, Plaintiffs and Class Members were employees or former
17 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

18 98. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
19 his or her employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties . . .”

21 99. For three (3) years prior to the filing of the Complaint in this Action through the
22 present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times,
23 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
24 obedience to the directions of Defendants that included, without limitation: mileage and/or gas costs
25 incurred in driving personal vehicles for work-related purposes; using cellular phones for work-
26 related purposes; and purchasing tools necessary to perform work duties.

27 100. During that time period, Plaintiffs are informed and believe, and based thereon allege
28 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs and

1 Class Members for those losses and/or expenditures.

2 101. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
3 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
4 herein-described losses and/or expenditures.

5 102. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
6 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
7 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
8 costs of suit.

9 **NINTH CAUSE OF ACTION**

10 **(Violation of Labor Code § 227.3 – Against All Defendants)**

11 103. Plaintiffs re-allege and incorporate by reference all of the allegations contained in
12 the preceding paragraphs of this Complaint as though fully set forth hereon.

13 104. According to Labor Code section 227.3, whenever a contract of employment or
14 employer policy provides for paid vacations, and an employee is terminated without having taken
15 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
16 accordance with such contract of employment or employer policy respecting eligibility or time
17 served.

18 105. Plaintiffs are informed and believe, and based thereon allege that, at all times relevant
19 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
20 that Plaintiffs' employment contract with Defendants included paid vacations.

21 106. For at least four (4) years prior to the filing of this action and continuing to the
22 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
23 situated employees or former employees within the State of California with compensation at their
24 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

25 107. As a proximate result of Defendants' failure to pay vested vacation at the final rate
26 of Plaintiffs and Class Members upon their resignation or termination, Defendants violated Labor
27 Code section 227.3, entitling Plaintiffs and Class Members to all vested and unused vacation pay at
28 their final rate of pay, as set out in Defendants' policy or the contract of employment between

1 Plaintiffs and Class Members, on the one hand, and Defendants, on the other hand.

2 108. As a further proximate result of Defendants' above-described acts and/or omissions,
3 Plaintiffs and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
4 prejudgment interest.

5 **TENTH CAUSE OF ACTION**

6 **(Unfair Competition – Against All Defendants)**

7 109. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
8 preceding paragraphs as though fully set forth hereat.

9 110. Plaintiffs are informed and believe and based thereon allege that the unlawful
10 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
11 and Professions Code section 17200. Plaintiffs are further informed and believes and based thereon
12 alleges that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs,
13 for at least four (4) years prior to the filing of this action and continuing to the present, Defendants
14 have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or
15 former employees within the State of California with the rights provided to them under the Healthy
16 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
17 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
18 advantage over other comparable companies doing business in the State of California that comply
19 with their obligations to compensate employees in accordance with the Labor Code.

20 111. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
21 Members have suffered injury in fact and lost money or property.

22 112. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
23 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
24 Code and requiring the establishment of appropriate and effective means to prevent further
25 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
26 including interest thereon, in which they had a property interest and which Defendants nevertheless
27 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
28 to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly

1 enriched by their failure to comply with the Labor Code.

2 113. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
3 Procedure section 1032 and interest under Civil Code section 3287.

4 **TWELFTH CAUSE OF ACTION**

5 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

6 114. Plaintiffs re-allege and incorporate by reference all of the allegations set forth in the
7 preceding paragraphs as though fully set forth hereat.

8 **Civil Penalties Under Labor Code § 210**

9 115. At all relevant times herein, Labor Code section 204, requires and required that: “[l]abor
10 performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between
11 the 16th and 26th day of the month during which the labor was performed, and labor performed
12 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
13 and 10th day of the following month.”

14 116. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that
15 “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article,
16 every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b,
17 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
18 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
19 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
20 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

21 117. At all relevant times herein, Defendants have had a consistent policy or practice of failing
22 to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as per
23 Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other Aggrieved
24 Employees are entitled to recover civil penalties for Defendants' violations of Labor Code section
25 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
26 violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee for each
27 subsequent violation in connection with each payment that was made in violation of Labor Code
28 section 204.

Civil Penalties Under Labor Code § 226.3

118. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

119. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

120. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in this section are in addition to any other penalty provided by law."

121. Plaintiffs are informed and believes, and based thereon allege, that Defendants had and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate in effect during the pay period; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

122. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each subsequent violation.

1 Violation of Labor Code § 558

2 123. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
5 penalty as follows:

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
7 pay period for which the employee was underpaid in addition to an amount sufficient
8 to recover underpaid wages;

9 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
10 employee for each pay period for which the employee was underpaid in addition to
11 an amount sufficient to recover underpaid wages;

12 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

13 124. Plaintiffs is informed and believe, and based thereon allege, that Defendants, and each
14 of them, violated, or caused to be violated, the Labor Code sections described herein, including
15 causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime
16 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
17 regular payday designated by employer, the name of the employer, including any “doing business
18 as” names used, the name, address, and telephone number of the workers’ compensation insurance
19 carrier, information regarding paid sick leave, and other pertinent information.

20 125. As a direct and proximate result of the herein-described Labor Code violations, pursuant
21 to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to recover civil
22 penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars (\$50)
23 for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100)
24 for each Aggrieved Employee per pay period for each subsequent violation.

25 Violation of Labor Code § 1174.5

26 126. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
27 every person employing labor in California to “[a]llow any member of the commission or the
28 employees of the Division of Labor Standards Enforcement free access to the place of business or

1 employment of the person to secure any information or make any investigation that they are
2 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
3 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
4 or papers of the person.”

5 127. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
6 every person employing labor in California to “[k]eep a record showing the names and addresses of
7 all employees employed and the ages of all minors.”

8 128. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
9 every person employing labor in California to “[k]eep, at a central location in the state or at the
10 plants or establishments at which employees are employed, payroll records showing the hours
11 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
12 piece rate paid to, employees employed at the respective plants or establishments. These records
13 shall be kept in accordance with rules established for this purpose by the commission, but in any
14 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
15 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
16 earned.”

17 129. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails
18 to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and
19 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
20 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
21 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

22 130. Plaintiffs are informed and believe, and based thereon allege, that Defendants have
23 willfully failed to keep adequate or accurate time records including wage statements and similar
24 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
25 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
26 under Labor Code section 1174.

27 131. As a direct and proximate result of the herein-described Labor Code violations, pursuant
28 to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to recover civil

1 penalties for Defendants' herein-described Labor Code violations in the amount of five hundred
2 dollars (\$500) per violation per Aggrieved Employee.

3 Violation of Labor Code § 1197.1

4 132. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other person
5 acting either individually or as an officer, agent, or employee of another person, who pays or causes
6 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
7 or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
8 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
9 follows:

- 10 (1) For any initial violation that is intentionally committed, one hundred dollars
11 (\$100) for each underpaid employee for each pay period for which the
12 employee is underpaid. This amount shall be in addition to an amount
13 sufficient to recover underpaid wages, liquidated damages pursuant to Section
14 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 15 (2) For each subsequent violation for the same specific offense, two hundred fifty
16 dollars (\$250) for each underpaid employee for each pay period for which the
17 employee is underpaid regardless of whether the initial violation is
18 intentionally committed. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section
20 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 21 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
22 Section 203, recovered pursuant to this section shall be paid to the affected
23 employee."

24 133. Plaintiffs are informed and believe, and based thereon allege, that Defendants caused
25 Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
26 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees' minimum
27 wages for all hours worked or otherwise under Defendants' control due to, without limitation,
28 routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding

1 or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay
2 overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to
3 work off the clock, entitling Plaintiffs and other Aggrieved Employees to actual and liquidated
4 damages.

5 134. As a direct and proximate result of the herein-described Labor Code violations, pursuant
6 to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to recover civil
7 penalties for Defendants' herein-described Labor Code violations in the amount one hundred dollars
8 (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and
9 fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

10 Civil Penalties Under Labor Code § 2699

11 135. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
12 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
13 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
14 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
15 action brought by an aggrieved employee on behalf of himself or herself and other current or former
16 employees pursuant to the procedures specified in Labor Code section 2699.3.

17 136. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code
18 except those for which a civil penalty is specifically provided, the established civil penalty for a
19 violation of those provisions is as follows: if, at the time of the alleged violation, the person employs
20 one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
21 per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
22 per pay period for each subsequent violation.

23 137. Plaintiffs are informed and believe, and based thereon allege that Defendants, and each
24 of them, violated the Labor Code sections described herein, including, without limitation, for the
25 failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances
26 claimed as part of the minimum wage, the regular payday designated by Defendants, the name of
27 the employer, including "doing business as" names used, the name, address, and telephone number
28 of the workers' compensation insurance carrier, information regarding paid sick leave, and other

1 pertinent information required to be disclosed by Defendants under Labor Code section 2810.5,
2 failing to provide Plaintiffs and other Aggrieved Employees with the amount of paid sick leave
3 required to be provided pursuant to California and local laws.

4 138. Moreover, Plaintiffs and other Aggrieved Employees within the State of California whom
5 he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in connection
6 with their herein-described claims for civil penalties.

7 **DEMAND FOR JURY TRIAL**

8 139. Plaintiffs demand a trial by jury on all causes of action contained herein.

9 **PRAYER**

10 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs prays for judgment
11 against Defendants as follows:

- 12 A. An order certifying this case as a Class Action;
13 B. An Order appointing Plaintiffs as Class representative and appointing Plaintiffs'
14 counsel as class counsel;
15 C. Damages for all wages earned and owed, including minimum and overtime wages
16 and unpaid wages for vested vacation time, under Labor Code sections 510, 1194,
17 1197 and 1199 and 227.3;
18 D. Liquidated damages pursuant to Labor Code section 1194.2;
19 E. Damages for unpaid premium wages from missed meal and rest periods under,
20 among other Labor Code sections, 512, and 226.7;
21 F. Penalties for inaccurate wage statements under Labor Code section 226,
22 subdivision (e);
23 G. Waiting time penalties under Labor Code section 203;
24 H. Penalties to timely pay wages under Labor Code section 210;
25 I. Damages under Labor Code sections 2802;
26 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
27 1174.5, 1197.1, and 2699;
28 K. Preliminary and permanent injunctions prohibiting Defendants from further

1 violating the California Labor Code and requiring the establishment of appropriate
2 and effective means to prevent future violations;

3 L. Restitution of wages and benefits due which were acquired by means of any unfair
4 business practice, according to proof;

5 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;

6 N. For attorneys' fees in prosecuting this action;

7 O. For costs of suit incurred herein; and

8 P. For such other and further relief as the Court deems just and proper.

9
10 Dated: February 25, 2026

BIBIYAN LAW GROUP, P.C.

11
12 */s/Gayane Ghandilyan*

BY: _____

VEDANG PATEL

GAYANE GHANDILYAN

13 Attorneys for Plaintiffs KAILEE FROCCHI,
14 HANNAH HOWARD, JEREMIAH MEYER, and
15 KATHERINE WERNER on behalf of themselves
16 and all others similarly situated
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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

Evan Moses
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/Estefany Gutierrez
Estefany Gutierrez