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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

IN THE MATTER OF:

VICTORIA HEPPNER, on behalf of the State
of California and Aggrieved Employees,

Plaintiff,

vs.

DOLLAR TREE STORES, INC.,

Defendants.

Case No. **26CV190874**

COMPLAINT FOR:

1. Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 204, 1194, 1198);
2. Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 1182.11, 1182.12, 1194, 1197, and 1197.1);
3. Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 510 and 1194);
4. Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code §§ 226.7 and 512)
5. Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code § 226.7);
6. Penalties Pursuant to Cal. Lab. Code § 2699(f) (Violations of Cal. Lab. Code § 2802);
7. Penalties Pursuant to Cal. Lab. Code § 2699(a) (Violations of Cal. Lab. Code § 226); and
8. Penalties Pursuant to Cal. Lab. Code § 2699(a) (Violations of Cal. Lab. Code §§ 201-203)

DEMAND FOR JURY TRIAL

1 Plaintiff Victoria Heppner (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, brings this action against Defendant Dollar Tree Stores, Inc. (“Dollar Tree” or
3 “Defendant”) and alleges as follows:

4 **INTRODUCTION**

5 1. Defendant is a discount store retailer that operates retail locations across the state of
6 California.

7 2. Defendant willfully misclassified Plaintiff and Aggrieved Employees who work as
8 store managers as exempt employees in violation of California law and IWC Wage Order 4-2001. The
9 misclassification of Plaintiff and Aggrieved Employees gave rise to various violations of the California
10 Labor Code.

11 3. Indeed, Plaintiff and Aggrieved Employees only possessed limited managerial
12 authority and spent the bulk of their days performing the same tasks that were performed by
13 Defendant’s non-exempt, hourly employees. Employees in California are presumed non-exempt,
14 hourly employees. Because Plaintiff and Aggrieved Employees spent the majority of their time
15 performing hourly non-exempt employees’ tasks and, to the extent that they made managerial
16 decisions, their discretion and independent judgment were limited at every turn, Plaintiff and
17 Aggrieved Employees did not meet the requirements to be classified as exempt under California law
18 and were therefore misclassified.

19 4. As a result, Plaintiff and Aggrieved Employees are entitled to be paid for all hours
20 worked, including overtime pay for hours worked above eight per day and/or 40 per week, as well as
21 meal and rest periods in compliance with the California Labor Code and IWC Wage Order 4-2001.

22 5. Plaintiff and Aggrieved Employees make this Demand to challenge Defendant’s
23 policies and practices of: (1) failing to pay Plaintiff and Aggrieved Employees at their regular rate of
24 pay for all hours worked; (2) failing to pay Plaintiff and Aggrieved Employees minimum wage for all
25 hours worked; (3) failing to pay Plaintiff and Aggrieved Employees at the appropriate overtime rate
26 for all hours worked above eight per day and/or 40 per week; (4) failing to provide and/or make
27 available meal periods to Plaintiff and Aggrieved Employees or pay requisite premiums in lieu thereof;
28 (5) failing to authorize and permit rest periods to Plaintiff and Aggrieved Employees or pay requisite

1 premiums in lieu thereof; (6) failing to provide Plaintiff and Aggrieved Employees accurate itemized
2 wage statements; and (7) failing to pay all wages upon separation. In addition, Defendants (8) does
3 not reimburse Plaintiff and Aggrieved Employees for necessary business expenditures.

4 6. Plaintiff and Aggrieved Employees seek penalties under the Labor Code Private
5 Attorneys General Act of 2004 (“PAGA”).

6 **JURISDICTION AND VENUE**

7 7. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the
8 PAGA. The Court also has jurisdiction over Defendants because Defendants do business in the State
9 of California and are registered with the California Secretary of State.

10 8. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393
11 and/or 395.5. Defendants conduct business in this County, employ Aggrieved Employees in this
12 County, have jobsites in this County, and therefore liability, as well as the cause, or some part of the
13 cause, arose in this County.

14 **PARTIES**

15 9. Plaintiff Victoria Heppner is an individual over the age of eighteen, and at all times
16 relevant to this Complaint was a resident of the State of California.

17 10. Plaintiff worked for Defendant as a Store Manager in Sonora, California from
18 approximately July 2024 to March 2026. Plaintiff was hired as an exempt salaried employee.

19 11. Plaintiff is informed, believes, and thereon alleges that Dollar Tree Stores, Inc., who
20 operates as Dollar Tree, is a Virginia corporation with its principal place of business located in
21 Chesapeake, Virginia. Dollar Tree is registered to do business in the State of California and does
22 business in the State of California.

23 12. Upon information and belief, Dollar Tree is a discount store retailer that does business
24 in California. Dollar Tree operates approximately 830 stores in California.

25 13. At all material times, Defendant does business under the laws of California, has places
26 of business in the State of California, including in this County. Defendant is a “person” as defined in
27 Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code § 17201. Defendant is also an “employer” as that
28 term is used in the California Labor Code and the IWC Wage Orders.

1 14. Defendant employed Plaintiff because Defendant, directly or indirectly, controlled the
2 employment terms, pay practices, timekeeping practices, and daily work of Plaintiff.

3 **FACTUAL ALLEGATIONS**

4 15. Upon information and belief, Dollar Tree is a discount store retailer that operates retail
5 locations across the state of California. Defendant misclassified Plaintiff as exempt, salaried
6 managerial employees, in violation of the California Labor Code and IWC Wage Order 4-2001.

7 16. Plaintiff has been working for Defendant since approximately July 2024 as a Store
8 Manager. Plaintiff works for Defendant in Sonoma, California. Defendant pays Plaintiff an annual
9 salary of \$68,980 and treats her as an exempt employee.

10 17. Aggrieved Employees were and are employed by Defendant and performed work
11 materially similar to Plaintiff throughout California, including in this County.

12 18. Aggrieved Employees perform their jobs under Defendant's supervision and using
13 materials and technology approved and supplied by Defendant.

14 19. Aggrieved Employees are required to follow and abide by common work, time, and
15 pay policies and procedures in the performance of their jobs.

16 20. At the end of each pay period, Aggrieved Employees receive wages from Defendant
17 that are determined by common systems and methods that Defendant selects and controls.

18 21. Defendant pays Aggrieved Employees an annual salary.

19 22. Defendant has a policy and practice of misclassifying store managers as salaried
20 exempt employees. As a result, Defendant pays store managers a fixed amount of money each pay
21 period regardless of the number of hours they work. However, because of the duties Defendant expect
22 store managers to perform, store managers, such as Plaintiff, spend the significant majority of their
23 time performing non-exempt employees' duties.

24 23. Plaintiff and Aggrieved Employees spend the majority of their time performing tasks
25 that are performed by Defendant's non-exempt, hourly employees, and in particular spends large
26 amounts of time stocking shelves, merchandising, and cleaning and moving food products around the
27 store. In addition, Plaintiff and Aggrieved Employees are regularly required to perform
28 cashiering tasks, stock shelves, unload freight, clean, cover staffing shortages, and perform duties

1 identical to those performed by hourly employees. Plaintiff personally checked out approximately 200
2 to 250 customers per week at the register, representing approximately ten percent of all cashiering at
3 her store.

4 24. Plaintiff and Aggrieved Employees spend a limited amount of time on low-level
5 managerial tasks, but their ability to exercise discretion and independent judgment in these managerial
6 duties is limited by Defendant's requirement that District Managers approve all major decisions, and
7 the rigid policies, practices, and procedures set by Defendant that Plaintiff and Aggrieved Employees
8 are expected to follow without deviation.

9 25. Non-exempt duties account for more than half of Plaintiff and Aggrieved Employees'
10 time worked. The remaining time was spent on managerial tasks, such as conducting interviews,
11 handling customers service issues, and reporting to the store manager or district manager on, *inter*
12 *alia*, conditions of the store, inventory levels, and attendance. But their ability to exercise discretion
13 and independent judgment was substantially limited by Defendant requirement that District Managers
14 approve all major decisions.

15 26. Additionally, Plaintiff and Aggrieved Employees are not able to exercise discretion and
16 independent judgment because Defendant provides detailed policies and procedures that Plaintiff and
17 Aggrieved Employees are expected to follow without deviation. These policies and procedures dictate
18 how Plaintiff and Aggrieved Employees are to perform managerial tasks. For example, any hiring,
19 discipline, and termination decisions required approval from district management or human resources,
20 and labor hours are strictly controlled through centralized payroll allocations set by Defendant's
21 District Managers that routinely leaves stores understaffed. For instance, Plaintiff repeatedly requested
22 additional payroll hours and was denied and unable to institute the change herself. Thus, even when
23 Plaintiff engages in purported managerial tasks, she has very limited discretion in
24 how she managed tardiness and absences from subordinate employees.

25 27. Given Defendant's District Manager's control and the extent to which Defendant's
26 policies and procedures dictate management decisions, Plaintiff and Aggrieved Employees exercise
27 little to no discretion and independent judgment.

28 28. Plaintiff and Aggrieved Employees regularly work well in excess of forty hours per

1 week, commonly working between approximately 52 and 71 hours weekly and frequently working six
2 consecutive days. Plaintiff and Aggrieved Employees do not clock in or out for shifts.

3 29. As a result of Defendant's policy and practice of misclassifying Plaintiff and Aggrieved
4 Employees as exempt, Plaintiff and Aggrieved Employees are not compensated in accordance with the
5 requirements of the California Labor Code. Plaintiff and Aggrieved Employees are entitled to pay for
6 all hours worked, overtime premiums for hours worked above eight per day and 40 per week, meal and
7 rest periods in compliance with the California Labor Code and IWC Wage Order 4-2001,
8 and numerous other wage and hour protections.

9 30. Plaintiff and Aggrieved Employees, like all employees in California, are presumed to
10 be non-exempt, hourly employees under California law. Under Defendant's policies and practices,
11 Plaintiff and Aggrieved Employees spend the majority of their time performing hourly tasks and, to
12 the extent that Plaintiff and Aggrieved Employees make managerial decisions, their discretion and
13 independent judgment are limited at every turn. Therefore, Plaintiff and Aggrieved Employees are
14 non-exempt employees under the law and are not subject to exemption under the California Labor
15 Code and IWC Wage Order 4-2001.

16 31. Defendant fails to provide these wage and hour protections to Plaintiff and Aggrieved
17 Employees. As a result, and in violation of California law, Defendant (1) fails to pay Plaintiff and
18 Aggrieved Employees minimum wage for all hours worked; (2) fails to compensate Plaintiff and
19 Aggrieved Employees at applicable California overtime rates; (3) fails to authorize and permit Plaintiff
20 and Aggrieved Employees to take meal periods to which they are entitled by law or pay
21 requisite premiums in lieu thereof; (4) fails to authorize and permit Plaintiff and Aggrieved Employees
22 to take rest periods to which they are entitled by law or pay requisite premiums in lieu thereof; (5)
23 fails to provide Plaintiff and Aggrieved Employees accurate itemized wage statements; and (6) fails to
24 timely pay Plaintiff and Aggrieved Employees all wages during employment and following separation
25 from employment.

26 32. In addition, Defendant (8) does not reimburse Plaintiff and Aggrieved Employees for
27 necessary business expenditures.

28 33. Specifically, Plaintiff and Aggrieved Employees are not paid for all hours worked,

1 as Defendant did not track Plaintiff and Aggrieved Employees' time. Plaintiff and Aggrieved
2 Employees regularly work far more than their scheduled hours, including at nights and on weekends.

3 34. Plaintiff and Aggrieved Employees also experience frequent overtime violations as
4 Defendant does not pay Plaintiff and Aggrieved Employees overtime premiums, even
5 though they routinely work well in excess of eight hours per day and/or 40 hours per week.

6 35. Plaintiff and Aggrieved Employees also endure meal and rest period
7 violations. Because Defendant's stores frequently operate with only one manager present and
8 Defendant requires a manager be present in the store at all times, Plaintiff and Aggrieved Employees
9 are often unable to take compliant thirty-minute duty-free meal periods within the first five hours of
10 work. For instance, on Sundays, Plaintiff regularly worked alone as the only manager from
11 approximately 8:30 a.m. to 9:00 p.m.; on Mondays, she was the sole manager until approximately 3:00
12 p.m. In these and similar circumstances, Plaintiff was unable to leave the store premises or relinquish
13 all duties. Thus, meal periods are commonly late, interrupted, on-duty, or entirely missed.

14 36. As a result of these issues, Plaintiff and Aggrieved Employees are unable to take
15 full, timely, legally compliant meal and rest breaks. Defendant does not pay Plaintiff and Aggrieved
16 Employees the required premium pay for non-compliant meal and rest periods.

17 37. Defendant does not provide Plaintiff and Aggrieved Employees with accurate wage
18 statements as required by California law. The wage statements given to Plaintiff and Aggrieved
19 Employees do not reflect the total number hours they actually work, the applicable hourly rates, the
20 number of hours worked at each hourly rate, and premium pay for non-compliant meal and
21 rest breaks.

22 38. Defendant did not provide Plaintiff and Aggrieved Employees with full payment of all
23 wages during employment and following separation from employment. Plaintiff is owed pay for all
24 hours worked, overtime premium pay, and premium pay for missed meal and rest breaks, and these
25 amounts remained unpaid during and after Plaintiff's employment with Defendant.

26 39. Defendant also does not reimburse Plaintiff and Aggrieved Employees for business-
27 related expenses that they incurred in the performance of the duties for the benefit of Defendant.
28 Defendant requires Plaintiff and Aggrieved Employees to use their personal cellular phones for work-

1 related purposes. For example, Plaintiff is required to submit hundreds of photographs each week
2 pursuant to a mandatory weekly photography schedule imposed by her District Manager: impulse and
3 “red zone” areas on Mondays; Multi-Price sections and Dollar Tree Plus aisles on Tuesdays; backroom
4 conditions before and after truck deliveries, and cashier productivity reports on Wednesdays; party
5 aisles and end cap displays on Thursdays; and freezer sections on Sundays, Wednesdays, and Fridays.
6 Plaintiff and Aggrieved Employees are also required to use their personal cell phones for theft
7 documentation, accident reporting, communications with district management via personal and group
8 text messages, scheduling coordination, and incident reporting throughout each week. However,
9 Defendant does not reimburse Plaintiff and Aggrieved Employees for these business expenses.

10 40. Defendant method of paying Plaintiff and Aggrieved Employees is willful and not
11 based on a good faith and reasonable belief that its conduct complied with California law.

12 41. Defendant’s conduct is willful, is carried out in bad faith, and caused significant
13 damages to Plaintiff and Aggrieved Employees in an amount to be determined at trial.

14 **FIRST CLAIM FOR RELIEF**
15 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
16 **(Failure to Pay for all Hours Worked)**

17 42. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 43. Plaintiff alleges that Defendants engaged in a policy and practice of not compensating
20 Plaintiff for all hours worked or spent in their control. Defendants regularly require Plaintiff and
21 Aggrieved Employees to perform uncompensated off-the-clock work.

22 44. Cal. Lab. Code § 200 defines wages as “all amount for labor performed by employees
23 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
24 commission basis or method of calculation.”

25 45. Cal. Lab. Code. § 204(a) provides that “[a]ll wages ... earned by any person in any
26 employment are due and payable twice during each calendar month....”

27 46. Cal. Lab. Code § 1194(a) provides as follows:

28 Notwithstanding any other provision of law, any provision of this code
that provides for a civil penalty to be assessed and collected by the Labor
and Workforce Development Agency or any of its departments,
divisions, commissions, boards, agencies, or employees, for a violation

1 of this code, may, as an alternative, be recovered through a civil action
2 brought by an aggrieved employee on behalf of himself or herself and
to other current or former employees.

3 47. IWC Wage Orders, 4-2001(2)(G), defines hours worked as “the time during which an
4 employee is subject to the control of an employer, and includes all the time the employee is suffered
5 or permitted to work, whether or not required to do so.”

6 48. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
7 conditions that violate the Wage Order.

8 49. In violation of California law, Defendant refuses to provide Plaintiff and Aggrieved
9 Employees with compensation for all time worked. Defendants require Plaintiff and Aggrieved
10 Employees to perform tasks while off-the-clock outside of their scheduled shifts and to remain on duty
11 while clocked out for meal periods. Plaintiff and Aggrieved Employees are regularly required to work
12 off-the-clock, time which Defendant neither records nor compensates for. Defendants do not account
13 for this off-the-clock work when compensating Plaintiff and Aggrieved Employees, resulting in under-
14 compensation of Plaintiff and Aggrieved Employees.

15 50. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
16 each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does
17 not provide a civil penalty if, at the time of the violation, the employer employs one or more
18 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
19 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
20 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
21 employees.

22 51. Plaintiff seeks to recover civil penalties from Defendants for its failure to pay for all
23 hours worked in violation of Cal. Lab. Code §§ 204, 1194, and 1198 throughout California on behalf
24 of the State of California and Aggrieved Employees pursuant to Cal. Lab. Code § 2699(f).

25 52. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for the unlawful
26 conduct alleged herein, on behalf of the State and Aggrieved Employees, for Defendants’ violations
27 of Labor Code provisions including but not limited to Cal. Lab. Code § 558(a).

28 53. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 20, 2026, Plaintiff

1 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
2 file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail.
3 At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
4 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
5 2699.3(a).

6 54. Defendant is liable to Aggrieved Employees and the State of California for the civil
7 penalties set forth in this Demand, with interest thereon. Plaintiff is also entitled to an award of
8 attorneys’ fees and costs as set forth below.

9 55. Wherefore, Plaintiff requests relief as hereinafter provided.

10 **SECOND CLAIM FOR RELIEF**
11 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
12 **(Failure to Pay Minimum Wage)**

13 56. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
14 herein.

15 57. During the applicable statutory period, Cal. Lab. Code §§ 1182.12 and 1197, and the
16 Minimum Wage Order were in full force and effect, and required that Defendants’ hourly employees
17 receive the minimum wage for all hours worked irrespective of whether nominally paid on a piece
18 rate, or any other basis, at the rate of sixteen dollars (\$16.00) per hour commencing January 1, 2024.

19 58. IWC Wage Order 4-2001(2)(G) defines hours worked as “the time during which an
20 employee is subject to the control of an employer, and includes all the time the employee is suffered
21 or permitted to work, whether or not required to do so.”

22 59. Cal. Lab. Code § 1194 provides as follows:

23 Notwithstanding any agreement to work for a lesser wage, any
24 employee receiving less than the legal minimum wage or the legal
25 overtime compensation applicable to the employee is entitled to recover
26 in a civil action the unpaid balance of the full amount of this minimum
27 wage or overtime compensation, including interest thereon, reasonable
28 attorneys’ fees, and costs of suit.

59. Cal Lab. Code § 1198 makes it unlawful for employers to employ employees under
conditions that violate the Wage Orders.

61. Because of Defendants’ policies and practices with regard to compensating Plaintiff
and Aggrieved Employees, Defendants have failed to pay minimum wages as required by law. For

1 instance, Plaintiff frequently performs work while off-the-clock and during non-compliant meal
2 periods for which she is compensated below the statutory minimum wage, as determined by the Wage
3 Orders.

4 62. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
5 each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does
6 not provide a civil penalty if, at the time of the violation, the employer employs one or more
7 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
8 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
9 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
10 employees.

11 63. Plaintiff seeks to recover civil penalties from Defendants for its failure to pay for all
12 hours worked in violation of Cal. Lab. Code §§ 1182.12, 1194, and 1197 throughout California on
13 behalf of Aggrieved Employees and the State of California pursuant to Cal. Lab. Code § 2699(f).

14 64. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 20, 2026, Plaintiff
15 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
16 file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail.
17 At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
18 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
19 2699.3(a).

20 65. Defendant is liable to Aggrieved Employees and the State of California for the civil
21 penalties set forth in this Demand, with interest thereon. Plaintiff is also entitled to an award of
22 attorneys’ fees and costs as set forth below.

23 66. Wherefore, Plaintiff requests relief as hereinafter provided.

24 **THIRD CLAIM FOR RELIEF**
25 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
26 **(Failure to Pay Overtime Premiums)**

27 67. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set
28 forth herein.

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1 68. Cal. Lab. Code § 2699(f) provides:

2 For all provisions of this code except those for which a civil penalty is
3 specifically provided, there is established a civil penalty for a violation
4 of these provisions, as follows: . . . (2) If, at the time of the alleged
5 violation, the person employs one or more employees, the civil penalty
6 is one hundred dollars (\$100) for each aggrieved employee per
7 pay period . . . (B) The civil penalty is two hundred dollars (\$200) for
8 each aggrieved employee per pay period if either of the following are
 met:(i) Within the five years preceding the alleged violation, the agency
 or any court issued a finding or determination to the employer that its
 policy or practice giving rise to the violation was unlawful. (ii) The
 court determines that the employer’s conduct giving rise to the violation
 was malicious, fraudulent, or oppressive.

9 69. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
10 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
11 commission basis or method of calculation.”

12 70. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an
13 employee is subject to the control of an employer and includes all the time the employee is suffered
14 or permitted to work, whether or not required to do so.”

15 71. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
16 conditions that violate the Wage Orders.

17 72. Cal. Lab. Code § 510 provides, in relevant part:

18 Eight hours of labor constitutes a day’s work. Any work in excess of
19 eight hours in one workday and any work in excess of 40 hours in any
20 one workweek and the first eight hours worked on the seventh day of
21 work in any one workweek shall be compensated at the rate of no less
22 than one and one-half times the regular rate of pay for an employee. Any
23 work in excess of 12 hours in one day shall be compensated at the rate
24 of no less than twice the regular rate of pay for an employee. In addition,
25 any work in excess of eight hours on any seventh day of a workweek
26 shall be compensated at the rate of no less than twice the regular rate of
27 pay of an employee. Nothing in this section requires an employer to
28 combine more than one rate of overtime compensation in order to
 calculate the amount to be paid to an employee for any hour of overtime
 work.

25 73. Cal. Lab. Code § 1194 provides, in relevant part:

26 Notwithstanding any agreement to work for a lesser wage, any
27 employee receiving less than the legal minimum wage or the legal
28 overtime compensation applicable to the employee is entitled to recover
 in a civil action the unpaid balance of the full amount of this minimum
 wage or overtime compensation, including interest thereon, reasonable
 attorney’s fees, and costs of suit.

74. Defendants' policies and practices result in payment of wage and overtime violations.

75. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), or as an alternate theory as appropriate and/or necessary, Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§510 1194, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

76. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved Employees.

77. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 20, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

78. Defendants are liable to Plaintiff and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

79. Wherefore, Plaintiff requests relief as hereinafter provided.

FOURTH CLAIM FOR RELIEF
Penalties Pursuant to Cal. Lab. Code § 2699(f)
(Meal Period Violations)

80. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

81. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty

1 is one hundred dollars (\$100) for each aggrieved employee per pay
2 period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

3 82. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
4 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
5 commission basis or method of calculation.”

6 83. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
7 conditions that violate the Wage Orders.

8 84. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
9 authorize, permit, and/or make available timely and compliant meal periods to their employees. Cal.
10 Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an
11 employee for more than five (5) hours without a meal period of not less than thirty (30) minutes, and
12 from employing an employee more than ten (10) hours per day without providing the employee with
13 a second meal period of not less than thirty (30) minutes. Unless the employee is relieved of all duty
14 during the thirty-minute meal period, the employee is considered “on duty” and the meal period is
15 counted as time worked under the applicable wage orders.

16 85. Cal. Lab. Code § 226.7 requires Defendants to pay employees one additional hour of
17 pay at their regular rate of compensation for each workday that a timely, compliant meal period is not
18 provided.

19 86. Defendants’ policies and practices result in meal periods violations and Defendants’
20 failure to pay proper premium payments for non-compliant meal periods.

21 87. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
22 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
23 in which Plaintiff was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff
24 seeks penalties pursuant to Cal. Lab. Code § 2699(f) for violations of Cal. Lab. Code provisions
25 including, but not limited to, Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and any
26 other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

27 88. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved
28 Employees.

89. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 20, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

90. Defendants are liable to Aggrieved Employees and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

91. Wherefore, Plaintiff requests relief as hereinafter provided.

FIFTH CLAIM FOR RELIEF
Penalties Pursuant to Cal. Lab. Code § 2699(f)
(Rest Period Violations)

92. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

93. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one 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.

94. Cal. Lab. Code § 200 defines wages as “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 method of calculation.”

95. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

96. Cal. Lab. Code § 226.7 and the applicable Wage Order require employers to authorize and permit employees to take ten (10) minutes of net rest time per four (4) hours or major fraction thereof of work, and to pay employees their full wage during those rest periods.

97. Under Cal. Lab. Code § 226.7(b) and IWC Wage Order 4-2001(12)(B), an employer who fails to provide or make available a required rest period must, as compensation, pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided or made available.

98. Defendants' policies and practices result in rest periods violations and Defendant's failure to pay proper premium payments for non-compliant rest breaks.

99. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 226.7, 1198, IWC Wage Order 4-2001, and any other violations alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

100. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved Employees.

101. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 20, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

102. Defendants are liable to Aggrieved Employees and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

103. Wherefore, Plaintiff requests relief as hereinafter provided.

SIXTH CLAIM FOR RELIEF
Penalties Pursuant to Cal. Lab. Code § 2699(f)
(Failure to Reimburse Necessary Business Expenses)

87. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

1 88. Defendant does not reimburse Plaintiff and Aggrieved Employees for all necessary
2 business expenditures and losses incurred as a direct consequence of the discharge of their work
3 duties.

4 89. Cal. Lab. Code § 2802 provides, in relevant part:
5 An employer shall indemnify his or her employee for all necessary
6 expenditures or losses incurred by the employee in direct consequence
7 of the discharge of his or her duties, or of his or her obedience to the
8 directions of the employer, even though unlawful, unless the employee,
9 at the time of obeying the directions, believed them to be unlawful. ...
For the purposes of this section, the term “necessary expenditures or
losses” shall include all reasonable costs, including, but not limited
to, attorney’s fees incurred by the employee enforcing the rights granted
by this section.

10 90. Defendant’s failure to reimburse for necessary business expenses is a violation of Cal.
11 Lab. Code § 2802

12 91. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for
13 each Aggrieved Employee per pay period for the initial violation of a Labor Code provision that does
14 not provide a civil penalty if, at the time of the violation, the employer employs one or more
15 employees. Cal. Lab. Code § 2699(f)(2) provides a civil penalty of two hundred dollars (\$200) for
16 each Aggrieved Employee per pay period for each subsequent violation of a Labor Code provision
17 that does not provide a civil penalty if, at the time of the violation, the employer employs one or more
18 employees.

19 92. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 20, 2026, Plaintiff
20 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
21 file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail.
22 At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
23 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
24 2699.3(a).

25 93. Plaintiff seeks to recover civil penalties from Defendant for its failure to reimburse for
26 all necessary business expenses in violation of Cal. Lab. Code § 2802 and the applicable wage on
27 behalf of himself, the State of California, and other Aggrieved Employees pursuant to Cal. Lab. Code
28 § 2699(f).

1 94. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
2 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
3 and costs as set forth below.

4 95. Wherefore, Plaintiff requests relief as hereinafter provided.

5 **SEVENTH CLAIM FOR RELIEF**
6 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**
7 **(Inaccurate Itemized Wage Statements)**

8 104. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
9 herein.

10 105. Cal. Lab. Code § 2699(a) provides:

11 Notwithstanding any other provision of law, any provision of this code
12 that provides for a civil penalty to be assessed and collected by the Labor
13 and Workforce Development Agency or any of its departments,
14 divisions, commissions, boards, agencies, or employees, for a violation
15 of this code, may, as an alternative, be recovered through a civil action
16 brought by an aggrieved employee on behalf of himself or herself and
17 to other current or former employees.

18 106. Cal. Lab. Code § 226(a) provides:

19 Every employer shall, semimonthly or at the time of each payment of
20 wages, furnish each of his or her employees, either as a detachable part
21 of the check, draft, or voucher paying the employee's wages, or
22 separately when wages are paid by personal check or cash, an accurate
23 itemized statement in writing showing (1) gross wages earned, (2) total
24 hours worked by the employee, except for any employee whose
25 compensation is solely based on a salary and who is exempt from
26 payment of overtime under subdivision (a) of Section 515 or any
27 applicable order of the Industrial Welfare Commission, (3) the number
28 of piece-rate units earned and any applicable piece-rate if the employee
 is paid on a piece-rate basis, (4) all deductions, provided that all
 deductions made on written orders of the employee may be aggregated
 and shown as one item, (5) net wages earned, (6) the inclusive dates of
 the period for which the employee is paid, (7) the name of the employee
 and his or her social security number, (8) the name and address of the
 legal entity that is the employer, and (9) all applicable hourly rates in
 effect during the pay period and the corresponding number of hours
 worked at each hourly rate by the employee.

29 107. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

30 An employee suffering injury as a result of a knowing and intentional
31 failure by an employer to comply with subdivision (a) is entitled to
32 recover the greater of all actual damages or fifty dollars (\$50) for the
33 initial pay period in which a violation occurs and one hundred dollars
34 (\$100) per employee for each violation in a subsequent pay period, not
35 to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
36 entitled to an award of costs and reasonable attorney's fees.

1 108. Cal. Lab. Code § 226.3 provides:

2 Any employer who violates subdivision (a) of Section 226 shall be
3 subject to a civil penalty in the amount of two hundred fifty dollars
4 (\$250) per employee per violation in an initial citation and one thousand
5 dollars (\$1,000) per employee for each violation in a subsequent
6 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. The civil penalties provided for in this section are in
addition to any other penalty provided by law.

7 109. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
8 Defendants, alleged above, to provide Plaintiff an accurate, itemized wage statement in compliance
9 with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition,
10 Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

11 110. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved
12 Employees.

13 111. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 20, 2026, Plaintiff
14 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
15 file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail.
16 At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
17 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
18 2699.3(a).

19 112. Defendants are liable to Aggrieved Employees and the State of California for the civil
20 penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs
21 as set forth below.

22 113. Wherefore, Plaintiff requests relief as hereinafter provided.

23 **EIGHTH CLAIM FOR RELIEF**
24 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**
(Waiting Time Penalties)

25 114. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
26 herein.

27 115. Cal. Lab. Code § 2699(a) provides:

28 Notwithstanding any other provision of law, any provision of this code
that provides for a civil penalty to be assessed and collected by the Labor

1 and Workforce Development Agency or any of its departments,
2 divisions, commissions, boards, agencies, or employees, for a violation
3 of this code, may, as an alternative, be recovered through a civil action
brought by an aggrieved employee on behalf of himself or herself and
to other current or former employees.

4 116. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
5 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after
6 he or she quits, at the latest.

7 117. Cal. Lab. Code § 203 provides, in relevant part:

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

12 118. Cal. Lab. Code § 256 provides: “[t]he Labor Commissioner shall impose a civil penalty
13 in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

14 119. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
15 Defendants, as alleged above, to timely pay all wages owed to Plaintiff in compliance with Cal. Lab.
16 Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

17 120. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved
18 Employees.

19 121. Defendants are liable to Aggrieved Employees and the State of California for the civil
20 penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs
21 as set forth below.

22 122. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 20, 2026, Plaintiff
23 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
24 file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified mail.
25 At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
26 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
27 2699.3(a).

28 123. Wherefore, Plaintiff requests relief as hereinafter provided.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees,
3 requests the following relief:

- 4 1. For an order awarding civil penalties to the full extent provided for by the PAGA;
5 2. For an award of reasonable attorneys' fees as provided by the California Labor Code,
6 including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5;
7 and/or any other applicable law;
8 3. For all costs of suit; and
9 4. For such other and further relief as this Court deems just and proper.

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13 Dated: May 28, 2026

Respectfully Submitted,

14 

15 Carolyn H. Cottrell
16 Ori Edelstein
17 Sara J. Zollner
18 **SCHNEIDER WALLACE**
19 **COTTRELL KIM LLP**

20 *Attorneys for Plaintiff*
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