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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

12 UNLIMITED JURISDICTION

13 TABITHA BLACK, on behalf of herself and
14 all other current and former non-exempt
employees,

15 *Plaintiff,*

16 v.

17 WESTERN REFINING RETAIL, LLC, a
Delaware Limited Liability Company;
18 QUICKBITES, INC., a California Stock
Corporation; OLIVIA [Last name unknown],
19 an individual; JOHN D. [Last name unknown],
an individual; and DOES 1 through 50,
20 inclusive,

21 *Defendants.*

Case No. **26STCV11599**

CLASS ACTION

COMPLAINT

1. Sex Discrimination in Violation of Gov. Code § 12940 *et seq.*;
2. Sexual Harassment in Violation of Gov. Code § 12940 *et seq.*;
3. Retaliation in Violation of Gov. Code § 12940(h);
4. Failure to Prevent Discrimination and Harassment in Violation of Gov. Code § 12940(k);
5. Violation of Labor Code § 1102.5;
6. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
7. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
8. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
9. Failure to Indemnify (Lab. Code § 2802);
10. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
11. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
12. Wrongful Termination in Violation of Public Policy;
13. Intentional Infliction of Emotional Distress;

14. Unfair Competition (Bus. & Prof. Code §§
17200 *et seq.*);

JURY TRIAL DEMANDED

1 Plaintiff TABITHA BLACK ("Plaintiff"), on behalf of herself and all other current and
2 former non-exempt employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this action against defendants WESTERN REFINING RETAIL,
5 LLC, a Delaware Limited Liability Company; QUICKBITES, INC., a California Stock
6 Corporation; OLIVIA [Last name unknown], an individual; JOHN D. [Last name unknown], an
7 individual; and DOES 1 through 50, inclusive, (collectively referred to as "Defendants") for
8 alleged violations of the Labor Code. As set forth below, Plaintiff alleges that Defendants have

- 9 (1) sexually discriminated against Plaintiff;
- 10 (2) sexually harassed Plaintiff;
- 11 (3) retaliated against Plaintiff for opposing Defendants' violations of § 12940;
- 12 (4) failed to prevent discrimination and harassment;
- 13 (5) retaliated against Plaintiff for opposing Defendants' violations of § 1102.5;
- 14 (6) wrongfully terminated Plaintiff in violation of public policy;
- 15 (7) intentionally inflicted emotional distress on Plaintiff;
- 16 (8) negligently inflicted emotional distress on Plaintiff;
- 17 (9) failed to provide Plaintiff and all other similarly situated individuals with meal
18 periods;
- 19 (10) failed to provide them with rest periods;
- 20 (11) failed to pay them premium wages for missed meal and/or rest periods;
- 21 (12) failed to pay them at least minimum wage for all hours worked;
- 22 (13) failed to pay them overtime wages at the correct rate;
- 23 (14) failed to reimburse them for all necessary business expenses;
- 24 (15) failed to provide them with accurate written wage statements; and
- 25 (16) failed to pay them all of their final wages following separation of employment.

26 Based on these alleged violations, Plaintiff now brings this action to recover unpaid wages,
27 restitution, statutory penalties, and related relief on behalf of herself and all others similarly
28 situated.

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3. Venue is proper in COUNTY of LOS ANGELES pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

4. Prior to the initiation of this lawsuit, Plaintiff filed a complaint against each named defendant with the California Department of Fair Employment and Housing (DFEH) pursuant to California Government Code section 12900, et seq., alleging the claims described in this complaint. On February 19, 2026 the DFEH issued a “right to sue” letter. A true and correct copy of the administrative complaint and the “right to sue” letter is attached as Exhibit A. All conditions precedent to the institution of this lawsuit have been fulfilled. This action is filed within one year of the date that the DFEH issued its right to sue letter.

5. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges, that Defendant QUICKBITES, INC. is, and at all relevant times mentioned herein, a California Stock Corporation doing business in the State of California.

8. Plaintiff is informed and believes, and thereupon alleges, that Defendant OLIVIA [Last name unknown] is and at all relevant times mentioned herein remains, an individual residing in the State of California.

9. Plaintiff is informed and believes, and thereupon alleges, that Defendant JOHN D. [Last name unknown] is and at all relevant times mentioned herein remains, an individual residing in the State of California.

10. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

CLASS ALLEGATIONS

12. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure § 382, because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

13. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

Hourly Employee Class: All persons employed by Defendants whether directly or indirectly through any staffing agencies and/or any other third parties in hourly or non-exempt positions in California during the **Relevant Time Period**.

Meal Period Sub-Class: All **Hourly Employee Class** members who worked in a shift in excess of five hours during the **Relevant Time Period**.

1 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked
2 a shift of at least three and one-half (3.5) hours during the **Relevant Time**
3 **Period**.

4 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**
5 members employed by Defendants in California during the period beginning
6 one year before the filing of this action and ending when final judgment is
7 entered.

8 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members
9 who separated from their employment with Defendants during the period
10 beginning three years before the filing of this action and ending when final
11 judgment is entered.

12 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in
13 California during the **Relevant Time Period**.

14 **Expense Reimbursement Class:** All persons employed by Defendants in California
15 who incurred business expenses during the **Relevant Time Period**.

16 14. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
17 right to amend or modify the class definitions with greater specificity by further division into sub-
18 classes and/or by limitation to particular issues.

19 15. **Numerosity:** The class members are so numerous that the individual joinder of each
20 individual class member is impractical. While Plaintiff does not currently know the exact number of
21 class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
22 exceeds the minimum required for numerosity under California law.

23 16. **Commonality and Predominance:** Common questions of law and fact exist as to all
24 class members and predominate over any questions that affect only individual class members. These
25 common questions include, but are not limited to:

- 26 i. Whether Defendants maintained a policy or practice of failing to provide employees
27 with their meal periods;
- 28 ii. Whether Defendants maintained a policy or practice of failing to provide employees
with their rest periods;
- iii. Whether Defendants failed to pay premium wages to class members when they have
not been provided with required meal and/or rest periods;

- 1 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
2 as a result of policies that fail to provide meal periods in accordance with California
3 law;
4 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
5 for all time worked;
6 vi. Whether Defendants failed to reimburse class members for all necessary business
7 expenses incurred during the discharge of their duties;
8 vii. Whether Defendants failed to provide class members with accurate written wage
9 statements as a result of providing them with written wage statements with
10 inaccurate entries for, among other things, amounts of gross and net wages, and total
11 hours worked;
12 viii. Whether Defendants applied policies or practices that result in late and/or incomplete
13 final wage payments;
14 ix. Whether Defendants are liable to class members for waiting time penalties under
15 Labor Code section 203; and
16 x. Whether class members are entitled to restitution of money or property that
17 Defendants may have acquired from them through unfair competition.

18 17. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff
19 is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing
20 to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

21 18. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
22 that she has no interests that are adverse to or otherwise conflict with the interests of absent class
23 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
24 and adequately represent and protect the interests of the other class members.

25 19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
26 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
27 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
28 behalf of Plaintiff and absent class members.

20. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to prosecute their common claims simultaneously and efficiently in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

FACTUAL BACKGROUND

21. Plaintiff was employed by Defendants in an hourly, non-exempt position as a Cashier at the Defendant's location in Upland, California from approximately November 15, 2024 through April 12, 2025.

22. Plaintiff was a hardworking and steadfast employee, who performed her job duties competently and efficiently, within the Defendants' rules, requirements, and policies.

Sexual Harassment

23. On or about February 14, 2025, Plaintiff was sexually harassed by John D. (Last Name Unknown), employee of QuickBites Inc. dba Subway, who worked inside the Western Refining Retail, LLC (Shell/Speedway) location.

24. While Plaintiff was washing a coffee pot in the backroom of Subway, John D. (QuickBites Inc. dba Subway employee) locked the door to the room and grabbed Plaintiff's arm while exposing his genitals to her.

25. Plaintiff was unaware when entering the room that John D. (QuickBites Inc. dba Subway employee) had previously covered the camera and the window to the door in the room; therefore, while grabbing her arm he whispered to her to keep quiet as the audio function on the camera was still working.

26. Plaintiff reported the sexual harassment to Manager, Olivia (Last Name Unknown) of Western Refining Retail, LLC (Shell/Speedway) shortly thereafter.

27. Instead of taking quick corrective action, Plaintiff was forced to continue working in the store with John D. (QuickBites Inc. dba Subway employee) without any further actions.

28. About a week later, Manager, Olivia (Last Name Unknown) of Western Refining Retail, LLC (Shell/Speedway) asked Plaintiff for her statement.

29. There was no further communication from Defendants or Manager, Olivia (Last Name Unknown) of Western Refining Retail, LLC (Shell/Speedway) regarding the sexual harassment complaint.

30. On or around April 12, 2025, Defendants terminated Plaintiff's employment for reporting sexual harassment and for exercising his/her rights under the FEHA.

Missed Meal Periods

31. Plaintiff and the putative class were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

32. As a result of Defendants' policy, Plaintiff and the putative class were regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the putative class to work through their meal periods in order to complete their assignments on time.

Missed Rest Periods

33. Plaintiff and the putative class were not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing

1 each work shift with not enough workers; (3) imposing so much work on each employee such that
2 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
3 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
4 take their meal and rest periods.

5 34. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
6 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
7 due to complying with Defendants' productivity requirements that required Plaintiff and the
8 putative class to work through their rest periods in order to complete their assignments on time.

9 **Expense Reimbursement**

10 35. Plaintiff and the putative class members were required to utilize their own personal
11 cell phones to perform their job duties.

12 36. Plaintiff and the putative class members were not reimbursed for business expenses
13 incurred in using their personal cell phones to communicate with upper management regarding
14 work-related matters including, but not limited to, scheduling and shift changes.

15 37. In addition, Plaintiff and the putative class members were not paid at least two times
16 the minimum wage for all hours worked.

17 38. Defendants failed to reimburse Plaintiff and the putative class for such necessary
18 business expenses incurred by them.

19 **Wage Statements**

20 39. Plaintiff and the putative class were not provided with accurate wage statements as
21 mandated by law pursuant to Labor Code § 226.

22 40. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
23 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
24 clock" work were not included.

25 41. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
26 worked by the employee" were not accurately reflected in that all hours worked, including overtime
27 and "off-the-clock" work were not included.
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1 knowledge, consent, and ratification of managerial employees of Defendant, and thereby justify the
2 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

3 **SECOND CAUSE OF ACTION**

4 **SEXUAL HARASSMENT IN VIOLATION OF GOV. CODE § 12940 ET SEQ.**

5 **(Against All Defendants)**

6 50. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
7 full herein.

8 51. The actions of Defendants, as described in this Complaint, constitute unlawful sexual
9 harassment against Plaintiff.

10 52. The harassment by Defendants created a hostile, intimidating, and oppressive work
11 environment for Plaintiff, whereby the conditions of their employment were adversely affected.
12 Moreover, the harassment impeded Plaintiffs' process and the enjoyment of their employment for
13 Defendants.

14 53. Defendants' harassment and discrimination described in this Complaint violates the
15 Fair Employment and Housing Act as promulgated in Government Code section 12940 et seq. and
16 other state and federal statutes that prohibit harassment and discrimination in employment,
17 including the California Constitution and Civil Rights Act, as amended.

18 54. As a direct and proximate result of Defendants' harassment and discrimination,
19 Plaintiffs have suffered and will continue to suffer damages in an amount within the jurisdiction of
20 this Court, the exact amount to be proven at trial. Such damages include loss of salary and other
21 valuable employment benefits, prejudgment interest and interest on the sum of damages at the legal
22 rate, and other consequential damages, including damages for shame, humiliation, mental anguish,
23 and emotional distress caused by the conduct of Defendants and each of them.

24 55. In addition, pursuant to Government Code section 12965(b), Plaintiff is entitled to
25 her attorneys' fees in prosecuting this lawsuit.

26 56. Because the wrongful acts against Plaintiff were carried out, authorized, or ratified
27 by Defendants' directors, officer and/or managing agents, acting with malice, oppression or fraud,
28 or were deliberate, willful, and in conscious disregard of the probability of causing injury to

1 Plaintiff, as reflected by the actions as described earlier in this Complaint, Plaintiff seeks punitive
2 damages against Defendants, and each of them, in order to deter them from such and similar
3 conduct in the future.

4 **THIRD CAUSE OF ACTION**

5 **RETALIATION IN VIOLATION OF GOV. CODE § 12940(h)**

6 **(Against All Defendants)**

7 57. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
8 herein.

9 58. At all times herein mentioned, FEHA, Government Code section 12940(h), was in
10 full force and effect and binding on The Company/Defendants. These statutes require Defendants to
11 refrain from retaliating against Plaintiff.

12 59. Defendants' adverse actions against Plaintiff as described in this Complaint
13 constitute unlawful retaliation against Plaintiff for reporting sexual harassment to Defendants.

14 60. As a direct and proximate cause of Defendants' violation of California Government
15 Code section 12940(h), Plaintiff has suffered and will continue to suffer damages in an amount
16 within the jurisdiction of this court, the exact amount to be proven at trial.

17 61. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff
18 has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and
19 anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety. The exact nature
20 and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert
21 the same when they are ascertained.

22 62. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
23 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
24 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
25 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
26 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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FOURTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT IN VIOLATION OF

GOV. CODE § 12940(k)

(Against All Defendants)

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

64. At all times mentioned herein, California Government Code section 12940 et seq. was in full force and effect and binding on Defendants. These sections require Defendants to take reasonable steps to prevent discrimination from occurring.

65. As alleged herein, Plaintiff suffered unlawful discrimination and harassment at the hands of Defendants.

66. Defendants, and each of them, failed to take all reasonable steps to prevent such harassment and discrimination in violation of Government Code section 12940(k).

67. Defendants failed to take appropriate and/or reasonable steps to train and/or monitor its employees, supervisors and/or managers regarding disability discrimination by failing to enforce a policy against unlawful discrimination, and by failing to take prompt and appropriate disciplinary action against the perpetrators of discrimination.

68. As a direct and proximate result of Defendants' failure to take all reasonable steps to prevent harassment and discrimination, Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of this Court, the exact amount to be proven at trial. Such damages include loss of salary and other valuable employment benefits, prejudgment interest and interest on the sum of damages at the legal rate, and other consequential damages, including damages for shame, humiliation, mental anguish, and emotional distress caused by the conduct of Defendants and each of them.

69. In addition, pursuant to Government Code section 12965(b), Plaintiff is entitled to his attorneys' fees in prosecuting this lawsuit.

70. Because the wrongful acts against Plaintiff were carried out, authorized, or ratified by Defendants' directors, officers and/or managing agents, acting with malice, oppression or fraud,

1 or were deliberate, willful, and in conscious disregard of the probability of causing injury to
2 Plaintiff, as reflected by the actions as described earlier in this Complaint, Plaintiff seeks punitive
3 damages against Defendants, and each of them, in order to deter them from such and similar
4 conduct in the future.

5 **FIFTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 1102.5**
7 **(Against All Defendants)**

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

10 72. Plaintiff attempted to disclose and remedy the Company's violations of Cal. Gov.
11 Code section 12940 et seq., and Business and Professions Code section 17200 governing
12 discrimination, harassment, retaliation and unfair business practices. Plaintiff disclosed the
13 violations to persons with authority over her, and to another employee who had authority to
14 investigate, discover, or correct the violation or noncompliance.

15 73. The Company violated Labor Code § 1102.5 by, inter alia:

- 16 a. Making, adopting or enforcing a rule, regulation or policy preventing Plaintiff
17 from disclosing information to a government or law enforcement agency, or to a
18 person with authority over the employee, or to another employee who has
19 authority to investigate, discover, or correct the violation or noncompliance,
20 where Plaintiff had reasonable cause to believe that the information disclosed
21 was a violation of state or federal statute, or a violation or noncompliance with a
22 state or federal regulation;
- 23 b. Retaliating against Plaintiff for disclosing information to a government or law
24 enforcement agency, to a person with authority over the employee or another
25 employee who has the authority to investigate, discover, or correct the violation
26 or noncompliance, where Plaintiff had reasonable cause to believe that the
27 information discloses a violation of state or federal statute, or a violation or
28 noncompliance with a state or federal rule or regulation;

- 1 c. Retaliating against Plaintiff for refusing to participate in an activity that would
2 result in a violation of state or federal statute, or a violation or noncompliance
3 with a state or federal rule or regulation; and
4 d. Retaliating against Plaintiff for having exercised her rights under the foregoing
5 paragraphs 73 a, b, and c.

6 74. Defendants/The Company resisted and opposed Plaintiff's attempts to disclose and
7 remedy its violations of Labor Code § 1102.5. Indeed, Defendants/The Company retaliated against
8 Plaintiff for disclosing Defendants/The Company's violations and unlawful practices by terminating
9 her.

10 75. As a direct and proximate cause of Defendants' violation of Labor Code § 1102.5,
11 Plaintiff has suffered and will continue to suffer damages in an amount within the jurisdiction of
12 this court, the exact amount to be proven at trial.

13 76. As a further direct and legal result of the acts and conduct of Defendants, Plaintiff
14 has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and
15 anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety. The exact nature
16 and extent of these injuries is presently unknown to Plaintiff, who will pray leave of court to assert
17 the same when they are ascertained.

18 77. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
19 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
20 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
21 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
22 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 **(Lab. Code §§ 204, 223, 226.7, 512 and 1198)**

26 **(Plaintiff and Meal Period Sub-Class)**

27 78. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged
28 herein.

1 79. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
2 non-exempt employees of Defendants entitled to the full meal period protections of both the Labor
3 Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

4 80. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative
5 obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal
6 periods of at least thirty minutes for each work period of five hours, and to provide them with two
7 uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

8 81. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers
9 from requiring employees to work during required meal periods and require employers to pay non-
10 exempt employees an hour of premium wages on each workday that the employee is not provided
11 with the required meal period.

12 82. Compensation for missed meal periods constitutes wages within the meaning of
13 Labor Code § 200.

14 83. Labor Code § 1198 makes it unlawful to employ a person under conditions that
15 violate the applicable Wage Order.

16 84. Section 11 of the applicable Wage Order states:

17 “No employer shall employ any person for a work period of more than five (5)
18 hours without a meal period of not less than 30 minutes, except that when a
19 work period of not more than six (6) hours will complete the day’s work the
20 meal period may be waived by mutual consent of the employer and employee.
21 Unless the employee is relieved of all duty during a 30 minute meal period, the
22 meal period shall be considered an ‘on duty’ meal period and counted as time
worked. An ‘on duty’ meal period shall be permitted only when the nature of
the work prevents an employee from being relieved of all duty and when by
written agreement between the parties an on-the-job paid meal period is agreed
to. The written agreement shall state that the employee may, in writing, revoke
the agreement at any time.”

23 85. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
24 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
25 members were not subject to valid on-duty meal period agreements with Defendants.

26 86. Plaintiff alleges that, at all relevant times during the applicable limitations period,
27 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
28

1 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
2 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

3 87. Plaintiff alleges that, at all relevant times during the applicable limitations period,
4 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
5 **Class** members when they worked five (5) hours without clocking out for any meal period.

6 88. Moreover, Defendants' written policies do not provide that employees must take
7 their first meal period before the end of the fifth hour of work, that employees are entitled to a
8 second meal period if they work a shift of over ten hours, or that the second meal period must
9 commence before the end of the tenth hour of work, unless waived.

10 89. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
11 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
12 regular rates of pay when required meal periods were not provided.

13 90. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
14 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
15 costs of suit.

16 91. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
17 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the **Meal**
18 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST PERIODS**

21 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

22 **(Plaintiff and Rest Period Sub-Class)**

23 92. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

24 93. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
25 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
26 Code and the applicable Wage Order.

27 94. Section 12 of the applicable Wage Order imposes an affirmative obligation on
28 employers to permit and authorize employees to take required rest periods at a rate of no less than

1 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
2 in the middle of each work period insofar as practicable.

3 95. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
4 from requiring employees to work during required rest periods and require employers to pay non-
5 exempt employees an hour of premium wages at the employees' regular rates of pay, on each
6 workday that the employee is not provided with the required rest period(s).

7 96. Compensation for missed rest periods constitutes wages within the meaning of Labor
8 Code § 200.

9 97. Labor Code § 1198 makes it unlawful to employ a person under conditions that
10 violate the Wage Order.

11 98. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
13 with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof,
14 as required by the applicable Wage Order.

15 99. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
16 **Class** members additional premium wages when required rest periods were not provided.

17 100. Specifically, Defendants' written policies do not provide that employees may take a
18 rest period for each four hours worked, or major fraction thereof, nor that rest periods should be
19 taken in the middle of each work period insofar as practicable.

20 101. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
21 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
22 costs of suit.

23 102. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
24 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest Period**
25 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

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1 112. Labor Code § 204 requires employers to pay non-exempt employees their earned
2 wages for the normal work period at least twice during each calendar month on days the employer
3 designates in advance and to pay non-exempt employees their earned wages for labor performed in
4 excess of the normal work period by no later than the next regular payday.

5 113. Labor Code § 223 makes it unlawful for employers to pay their employees lower
6 wages than required by contract or statute while purporting to pay them legal wages.

7 114. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
8 non-exempt employees overtime wages of no less than one and one-half times the employees'
9 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
10 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
11 seventh consecutive day of one workweek.

12 115. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
13 pay non-exempt employees overtime wages of no less than two times the employees' respective
14 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
15 worked in excess of eight hours on a seventh consecutive workday during the workweek.

16 116. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
17 centrally devised policies and practices to her and **Hourly Employee Class** members with respect
18 to working conditions and compensation arrangements.

19 117. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
20 **Employee Class** members for all time worked, including but not limited to, overtime hours at
21 statutory and/or agreed rates.

22 118. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
23 **Employee Class** members all earned wages every pay period at the correct rates, including
24 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
25 **Hourly Employee Class** members to perform off-the-clock work.

26 119. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
27 members have suffered damages in an amount subject to proof, to the extent they were not paid the
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1 full amount of wages earned during each pay period during the applicable limitations period,
2 including overtime wages.

3 120. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
4 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
5 overtime wages, interest thereon, and costs of suit.

6 121. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
7 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Hourly**
8 **Employee Class** members, seeks to recover reasonable attorneys' fees.

9 **NINTH CAUSE OF ACTION**

10 **FAILURE TO INDEMNIFY**

11 **(Lab. Code § 2802)**

12 **(Plaintiff and Expense Reimbursement Class)**

13 122. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

14 123. Labor Code section 2802(a) states:

15 An employer shall indemnify his or her employee for all necessary expenditures or
16 losses incurred by the employee in direct consequence of the discharge of his or her
17 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

18 124. At all relevant times during the applicable limitations period, Plaintiff and the
19 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
20 including but not limited to, personal cell phone usage.

21 125. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
22 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
23 discharge of their duties.

24 126. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
25 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
26 necessary business expenses incurred in the discharge of their duties.

27 127. At all relevant times during the applicable limitations period, Defendants required
28 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused

1 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
2 **Reimbursement Class** members for all such expenditures.

3 128. At all relevant times during the applicable limitations period, Defendants required
4 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
5 apparel unique to Defendants at Plaintiff's and **Expense Reimbursement Class** members' expense.
6 Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such
7 expenditures.

8 129. Plaintiff is informed and believes that, during the applicable limitations period,
9 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
10 **Reimbursement Class** members for all necessary business expenses.

11 130. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
12 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
13 original Complaint and until the date of entry of judgment.

14 131. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks
15 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
16 Code of Civil Procedure § 1021.5.

17 **TENTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

19 **(Lab. Code § 226)**

20 **(Plaintiff and Wage Statement Penalties Sub-Class)**

21 132. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

22 133. Labor Code § 226(a) states:

23 An employer, semimonthly or at the time of each payment of wages, shall furnish to
24 his or her employee, either as a detachable part of the check, draft, or voucher paying
25 the employee's wages, or separately if wages are paid by personal check or cash, an
26 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
27 worked by the employee, except as provided in subdivision (j), (3) the number of
28 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 only the last four digits of his or her social security number or an
employee identification number other than a social security number, (8) the name and

1 address of the legal entity that is the employer and, if the employer is a farm labor
2 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
3 legal entity that secured the services of the employer, and (9) all applicable hourly
4 rates in effect during the pay period and the corresponding number of hours worked
5 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
6 temporary services employer as defined in Section 201.3, the rate of pay and the total
7 hours worked for each temporary services assignment. The deductions made from
8 payment of wages shall be recorded in ink or other indelible form, properly dated,
9 showing the month, day, and year, and a copy of the statement and the record of the
10 deductions shall be kept on file by the employer for at least three years at the place of
11 employment or at a central location within the State of California. For purposes of
12 this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
13 employee or a computer-generated record that accurately shows all of the information
14 required by this subdivision.

15 134. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
16 the "detachable part of the check" provision and the "accurate itemized statement in writing"
17 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
18 employee retains the right to elect to receive a written paper stub or record and that those who are
19 provided with electronic wage statements retain the ability to easily access the information and
20 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
21 Letter July 6, 2006.)

22 135. Plaintiff is informed and believes that, at all relevant times during the applicable
23 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
24 members with written wage statements as described above.

25 136. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
26 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
27 that Defendants had the ability to provide them with accurate wage statements but had intentionally
28 provided them with written wage statements that Defendants knew do not comply with Labor Code
§ 226(a).

1 137. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
2 in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
3 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
4 and wages earned. In addition, inaccurate information on their wage statements have prevented
5 immediate challenges to Defendants' unlawful pay practices, has required discovery and

1 mathematical computations to determine the amount of wages owed, has caused difficulty and
2 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
3 inaccurate information about wages and deductions to federal and state government agencies.

4 138. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of herself and **Wage Statement**
5 **Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars (\$50.00) for the
6 initial pay period in which a violation of Labor Code section 226(a) occurred and one hundred
7 dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code § 226(a)
8 occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class member.

9 139. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
10 the common fund doctrine, Plaintiff, on behalf of herself and **Wage Statement Penalties Sub-**
11 **Class** members, seek awards of reasonable attorneys' fees and costs.

12 **ELEVENTH CAUSE OF ACTION**

13 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

14 **(Lab. Code §§ 201–203)**

15 **(Plaintiff and Waiting Time Penalties Sub-Class)**

16 140. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

17 141. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members
18 have been entitled, upon the end of their employment with Defendants, to timely payment of all
19 wages earned and unpaid before termination or resignation.

20 142. At all relevant times, pursuant to Labor Code § 201, employees who have been
21 discharged have been entitled to payment of all final wages immediately upon termination.

22 143. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
23 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of
24 all final wages at the time of resignation.

25 144. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
26 after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of
27 all final wages within seventy-two (72) hours' of giving notice of resignation.

1 145. During the applicable limitations period, Defendants failed to pay Plaintiff all of her
2 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

3 146. Plaintiff is informed and believes that, at all relevant times during the applicable
4 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
5 members all of their final wages in accordance with the Labor Code.

6 147. Plaintiff is informed and believes that, at all relevant times during the applicable
7 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
8 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
9 §§ 201 or 202 by failing to timely pay them all final wages.

10 148. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
11 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been
12 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
13 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
14 requirements.

15 149. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of herself and **Waiting**
16 **Time Penalties Sub-Class** members, seeks waiting time penalties from the respective dates that
17 their final wages had first become due until paid, up to a maximum of thirty days, and interest
18 thereon.

19 150. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
20 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time**
21 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

22 **TWELFTH CAUSE OF ACTION**

23 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

24 **(Against All Defendants)**

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

27 152. Plaintiff's termination was wrongful in that it violated the fundamental public
28 policies of California that prohibit discrimination, harassment, and retaliation on the basis of:

1 disability; work related injury; and for objecting and complaining about an employer's violations of
2 wage and hour laws and hazardous working conditions, as discussed above.

3 153. Defendants discharged Plaintiff in violation of the aforementioned public policies,
4 under:

- 5 a. California Government Code § 12940, et seq.;
- 6 b. California Government Code § 12940(m);
- 7 c. California Government Code § 12940(n);
- 8 d. California Government Code § 12940(h);
- 9 e. California Government Code § 12940(k);
- 10 f. California Labor Code § 98.6;
- 11 g. California Labor Code § 1102.5;
- 12 h. California Labor Code § 232.5;
- 13 i. California Labor Code § 6310; and
- 14 j. California Labor Code § 6311.

15 154. As a direct and proximate cause of his wrongful discharge, Plaintiff has suffered and
16 will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount
17 to be proven at trial.

18 155. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
19 continues to suffer actual, consequential, and incidental financial losses, including without
20 limitation, loss of salary and benefits, emotional distress, humiliation, mental anguish, anger, and
21 embarrassment, all in an amount subject to proof at the time of trial.

22 156. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
23 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
24 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
25 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
26 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

3 **(Against All Defendants)**

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

6 158. Defendants discriminatory, harassing, and retaliatory actions against Plaintiffs
7 constituted severe and outrageous misconduct and caused Plaintiffs extreme emotional distress.

8 159. Defendants had the intention of causing and/or recklessly disregarded the probability
9 of causing emotional distress to Plaintiffs and did, in fact, cause emotional distress to Plaintiffs.
10 Defendants' misconduct caused Plaintiff severe emotional distress, including, but not limited to,
11 depression and anxiety.

12 160. As a proximate result of Defendants' extreme and outrageous conduct, Plaintiff has
13 suffered and will continue to suffer severe emotional distress. Plaintiff has sustained and continues
14 to sustain substantial losses of earnings and other employment benefits as a result of being
15 emotionally distressed.

16 161. As a proximate result of Defendants extreme and outrageous conduct, Plaintiff has
17 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and
18 anguish, all to her damages in a sum according to proof.

19 162. The aforementioned acts of Defendants were willful, wanton, malicious, intentional,
20 oppressive, and despicable, and were done in willful and conscious disregard of the rights of
21 Plaintiff and were done by managerial agents and employees of Defendants, or with the express
22 knowledge, consent, and ratification of managerial employees of Defendants, and thereby justify the
23 awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

24 **FOURTEENTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION**

26 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

27 **(Plaintiff and UCL Class)**

28 163. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

1 164. Business and Professions Code § 17200 defines “unfair competition” to include any
2 unlawful business practice.

3 165. Business and Professions Code §§ 17203–17204 allow a person who has lost money
4 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
5 Procedure § 382 to recover money or property that may have been acquired from similarly situated
6 persons by means of unfair competition.

7 166. California law requires employers to pay hourly, non-exempt employees for all hours
8 they are permitted or suffered to work, including hours that the employer knows or reasonably
9 should know that employees have worked.

10 167. Plaintiff, on behalf of herself and the **UCL Class** members, re-alleges and
11 incorporates the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH,
12 NINTH, TENTH, ELEVENTH, TWELFTH, and THIRTEENTH causes of action herein.

13 168. Plaintiff lost money and/or property as a result of the aforementioned unfair
14 competition.

15 169. Defendants have or may have acquired money by means of unfair competition.

16 170. Plaintiff is informed and believes and thereupon alleges that, by committing the
17 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
18 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by
19 violating the Labor Code as alleged herein.

20 171. Defendants have committed criminal conduct through their policies and practices of,
21 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-
22 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
23 work period of five or more hours; provide non-exempt employees with rest periods of at least ten
24 minutes for each four-hour work period; pay non-exempt employees for all hours worked;
25 reimburse them for all necessary business-related expenses; provide accurate written wage
26 statements; and timely pay all final wages.

1 172. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
2 employees and entitled to the full protections of both the Labor Code and the applicable Wage
3 Order.

4 173. Defendants' unlawful conduct as alleged in this Complaint amounts to and
5 constitutes unfair competition within the meaning of Business and Professions Code section 17200
6 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
7 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
8 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of herself and on
9 behalf of similarly situated persons in a class-action proceeding.

10 174. As a result of Defendants' violations of the Labor Code during the applicable
11 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
12 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
13 conduct.

14 175. Plaintiff is informed and believes that other similarly situated persons have been
15 subject to the same unlawful policies or practices of Defendants.

16 176. Due to the unfair and unlawful business practices in violation of the Labor Code,
17 Defendants have gained a competitive advantage over other comparable companies doing business
18 in the State of California that comply with their legal obligations.

19 177. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
20 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
21 that violates, or is considered unlawful under, any other state or federal law.

22 178. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
23 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
24 Defendants, and each of them, and their agents and employees, from further violations of the Labor
25 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
26 order permanently enjoining Defendants, and each of them, and their respective agents and
27 employees, from further violations of the Labor Code and applicable Industrial Welfare
28 Commission Wage Orders.

179. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

180. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt employees, prays for relief and judgment against Defendants as follows:

- (1) For all compensatory damages in the form of consequential, and incidental damages, including but not limited to back pay, front pay, loss of earnings and employee benefits and damages for emotional distress, according to proof;
- (2) For general and special damages, and interest thereon, according to proof;
- (3) For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement of profits resulting from Defendants' unlawful business acts and practices, according to proof;
- (4) For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
- (5) An order that the action be certified as a class action;
- (6) An order that Plaintiff be appointed class representative;
- (7) An order that counsel for Plaintiff be appointed class counsel;
- (8) Unpaid wages;
- (9) Actual damages;
- (10) Liquidated damages;
- (11) Restitution;

- 1 (12) Declaratory relief;
2 (13) Pre-judgment interest;
3 (14) Statutory penalties;
4 (15) Costs of suit;
5 (16) Reasonable attorneys' fees; and
6 (17) Such other relief as the Court deems just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, on behalf of herself, all other current and former non-exempt employees, hereby
9 demands a jury trial on all issues so triable.

10
11 Dated: April 6, 2026

SETAREH LAW GROUP

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14 SHAUN SETAREH
15 THOMAS SEGAL
16 FARRAH GRANT
17 Attorneys for Plaintiff
18 TABITHA BLACK
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