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**FILED**  
 Superior Court of California  
 County of Los Angeles

07/07/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Strano Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

ERICKA BELINDA MORGAN and  
 LAURENT ANDRUET, on behalf of  
 themselves and all others similarly situated,

*Plaintiffs,*

v.

RONALD MCDONALD HOUSE CHARITIES  
 OF SOUTHERN CALIFORNIA, a California  
 nonprofit corporation; and DOES 1 to 50,  
 inclusive,

*Defendants.*

Case No.: 26STCV09069

**CLASS ACTION**

**FIRST AMENDED COMPLAINT FOR:**

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PAY ALL OVERTIME WAGES;**
- 3. FAILURE TO PAY REPORTING TIME PAY;**
- 4. FAILURE TO PROVIDE ALL MEAL PERIODS;**
- 5. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
- 6. FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
- 7. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 8. DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202;**
- 9. PENALTIES UNDER LABOR CODE § 2699; AND**
- 10. UNFAIR BUSINESS PRACTICES**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Ericka Belinda Morgan (“Plaintiff Morgan”) and Plaintiff Laurent Andruet (Plaintiff  
2 Andruet) (together “Plaintiffs”), individuals on behalf of themselves and all others similarly situated,  
3 hereby file this Complaint against Defendant Ronald McDonald House Charities of Southern  
4 California, a California nonprofit corporation, and Does 1 to 50 (collectively referred to as  
5 “Defendants”). Plaintiffs are informed and believe, and on the basis of that information and belief,  
6 allege as follows:

### 7 **INTRODUCTION**

8 1. This is a civil action seeking recovery for Defendants’ violations of the California  
9 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by the  
10 California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law  
11 principles.

12 2. Plaintiffs’ action seeks monetary damages including full restitution from  
13 Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair business practices.

14 3. The acts complained of herein occurred, occur and will occur, at least in part, within  
15 the time period from four years preceding the filing of the original Complaint herein, up to and  
16 through the time of trial for this matter although this should not automatically be considered the  
17 statute of limitations for any cause of action herein.

18 4. For introductory and general information only (and not to be considered a proposed  
19 class definition), the relevant individuals in this action are Defendants’ non-exempt employees who  
20 were subjected to Defendants’ policies and practices as described herein. Any differences in job  
21 activities between the different individuals in these positions were and are legally insignificant to  
22 the issues presented by this action.

### 23 **SUMMARY OF CLAIMS**

24 5. With regard to Defendants’ non-exempt employees Defendants have:

- 25 a. Failed to pay straight time, minimum, and/or overtime wages for all hours  
26 worked;
- 27 b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- 28 c. Failed to pay the appropriate reporting time pay;

- d. Failed to provide all legally-required meal periods;
- e. Failed to authorize and permit all paid legally-required rest periods;
- f. Failed to reimburse for all work-related expenses;
- g. Derivatively failed to timely furnish accurate itemized wage statements;
- h. Independently violated Labor Code §§ 201-202;
- i. Incurred penalties under Labor Code §§ 2699, *et seq.*; and
- j. Conducted unfair business practices.

### **PARTIES**

#### **Plaintiff Ericka Belinda Morgan**

6. Plaintiff Ericka Belinda Morgan is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Ericka Belinda Morgan last worked for Defendants as a non-exempt employee with the position of an Operations Associate, Janitorial from approximately May of 2025 through January of 2026 in Los Angeles County, California.

8. Plaintiff Laurent Andruet worked for Defendants as a non-exempt employee with the title of Guest Services Coordinator from approximately March of 2018 through January of 2026 in Los Angeles County, California.

9. Plaintiffs seek recovery herein from Defendants because with regard to Plaintiffs, while acting for Defendants in their capacity as non-exempt employees, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- c. Failed to pay the appropriate reporting time pay;
- d. Failed to provide all legally-required meal periods;
- e. Failed to authorize and permit all paid legally-required rest periods;
- f. Failed to reimburse for all work-related expenses;
- g. Failed to timely furnish accurate itemized wage statements;
- h. Derivatively violated Labor Code §§ 201-202;

- i. Incurred penalties under Labor Code §§ 2699, *et seq.*; and  
j. Conducted unfair business practices.

**Defendant Ronald McDonald House Charities of Southern California**

10. Defendant Ronald McDonald House Charities of Southern California is now and/or at all times mentioned in this Complaint was a California corporation, and the owner and operator of an industry, business, and/or facilities licensed to do business and actually doing business in the State of California.

**DOES 1 TO 50, INCLUSIVE**

11. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

12. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil Procedure § 474.

13. Plaintiffs will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

**ALL DEFENDANTS**

14. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

15. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude, and/or employment.

17. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common

enterprise, and were acting within the course and scope and in pursuance of said joint venture, partnership, and common enterprise.

18. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

19. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

20. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

#### **JURISDICTION AND VENUE**

21. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

22. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

23. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiffs and the members of the putative Classes herein were all California citizens and Defendant Ronald McDonald House Charities of Southern California conducted business in California. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

24. Venue is proper in Los Angeles County under Code of Civil Procedure § 395(a) and Code of Civil Procedure § 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 either is found, maintains offices, transacts business, and/or has an agent therein.

#### **CLASS ACTION ALLEGATIONS**

25. Code of Civil Procedure § 382 provides in pertinent part, "[W]hen the question is

1 one of a common or general interest, of many persons, or when the parties are numerous, and it is  
2 impracticable to bring them all before the court, one or more may sue or defend for the benefit of  
3 all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

4 26. The putative classes Plaintiffs will seek to certify are currently composed of and  
5 defined as follows:

- 6 a. All California citizens employed by Defendants as non-exempt employees  
7 during the appropriate time period who were subjected to Defendants’ policies  
8 and practices regarding the payment of straight time, minimum and/or overtime  
9 wages as specifically described herein (hereinafter, the “Wage Class”);
- 10 b. All California citizens employed by Defendants as non-exempt employees  
11 during the appropriate time period who were subjected to Defendants’ policies  
12 and practices regarding the payment of overtime wages as specifically  
13 described herein (hereinafter, the “Overtime Class”);
- 14 c. All California citizens employed by Defendants as non-exempt employees (as  
15 defined, supra) during the appropriate time period who were subjected to  
16 Defendants’ policies and practices regarding the payment of reporting time pay  
17 as specifically described herein (hereinafter, the “Reporting Time Class”);
- 18 d. All California citizens employed by Defendants as non-exempt employees  
19 during the appropriate time period who were subjected to Defendants’ policies  
20 and practices regarding meal periods as specifically described herein  
21 (hereinafter, the “Meal Period Class”);
- 22 e. All California citizens employed by Defendants as non-exempt employees  
23 during the appropriate time period who were subjected to Defendants’ policies  
24 and practices regarding paid rest periods as specifically described herein  
25 (hereinafter, the “Rest Period Class”);
- 26 f. All California citizens employed by Defendants as non-exempt employees  
27 during the appropriate time period who were subjected to Defendants’ policies  
28 and practices regarding business expense reimbursement as specifically

described herein (hereinafter, the “Reimbursement Class”);

g. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were derivatively subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Derivative Wage Statement Class”);

h. All formerly-employed California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “Derivative LC 203 Class”); and

i. All California citizens employed by Defendants as non-exempt employees during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

27. The Wage Class, Overtime Class, Reporting Time Class, Meal Period Class, Rest Period Class, Reimbursement Class, Derivative Wage Statement Class, Derivative LC 203 Class, Independent LC 203 Class, and 17200 Class are herein collectively referred to as the “Classes.”

28. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

29. Numerosity (Code of Civil Procedure § 382):

- a. The potential quantity of members of the Classes as defined is so numerous that joinder of all members is unfeasible and impractical;
- b. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court;

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1 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;  
2 however, it is estimated that the membership of the Classes numbers greater  
3 than 100 individuals; and

4 d. The quantity and identity of such membership is readily ascertainable via  
5 inspection of Defendants' records.

6 30. Superiority (Code of Civil Procedure § 382): The nature of this action and the  
7 nature of the laws available to Plaintiffs make the use of the class action format particularly  
8 efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein,  
9 as follows:

10 a. California has a public policy that encourages the use of the class action device;  
11 b. By establishing a technique whereby the claims of many individuals can be  
12 resolved at the same time, the class suit both eliminates the possibility of  
13 repetitious litigation and provides small claimants with a method of obtaining  
14 redress for claims which would otherwise be too small to warrant individual  
15 litigation;

16 c. This case involves large corporate Defendants and a large number of individual  
17 Class members with many relatively small claims and common issues of law  
18 and fact;

19 d. If each individual member of the Classes was required to file an individual  
20 lawsuit, the large corporate Defendants would necessarily gain an  
21 unconscionable advantage because Defendants would be able to exploit and  
22 overwhelm the limited resources of each individual member of the Classes with  
23 Defendants' vastly superior financial and legal resources;

24 e. Requiring each individual member of the Classes to pursue an individual  
25 remedy would also discourage the assertion of lawful claims by the members  
26 of the Classes who would be disinclined to pursue an action against Defendants  
27 because of an appreciable and justifiable fear of retaliation and permanent  
28 damage to their lives, careers, and well-being;



- 1 f. Proof of a common business practice or factual pattern, of which the members  
2 of the Classes experienced, is representative of the Classes herein and will  
3 establish the right of each of the members of the Classes to recover on the  
4 causes of action alleged herein;
- 5 g. Absent class treatment, the prosecution of separate actions by the individual  
6 members of the Classes, even if possible, would likely create:
- 7 i) a substantial risk of each individual plaintiff presenting in separate,  
8 duplicative proceedings the same or essentially similar arguments and  
9 evidence, including expert testimony;
- 10 ii) a multiplicity of trials conducted at enormous expense to both the  
11 judicial system and the litigants;
- 12 iii) inconsistent or varying verdicts or adjudications with respect to the  
13 individual members of the Classes against Defendants;
- 14 iv) potentially incompatible standards of conduct for Defendants; and
- 15 v) potentially incompatible legal determinations with respect to individual  
16 members of the Classes which would, as a practical matter, be  
17 dispositive of the interest of the other members of the Classes who are  
18 not parties to the adjudications or which would substantially impair or  
19 impede the ability of the members of the Classes to protect their  
20 interests.
- 21 h. The claims of the individual members of the Classes are not sufficiently large  
22 to warrant vigorous individual prosecution considering all of the concomitant  
23 costs and expenses attendant thereto;
- 24 i. Courts seeking to preserve efficiency and other benefits of class actions  
25 routinely fashion methods to manage any individual questions; and
- 26 j. The Supreme Court of California urges trial courts, which have an obligation  
27 to consider the use of innovative procedural tools to certify a manageable class,  
28 to be procedurally innovative in managing class actions.

1           31.   Well-defined Community of Interest: Plaintiffs also meet the established standards  
2 for class certification, as follows:

3           a.   Typicality: The claims of Plaintiffs are typical of the claims of all members of  
4 the Classes they seeks to represent because all members of the Classes sustained  
5 injuries and damages arising out of Defendants' common course of conduct in  
6 violation of law and the injuries and damages of all members of the Classes  
7 were caused by Defendants' wrongful conduct in violation of law, as alleged  
8 herein.

9           b.   Adequacy: Plaintiffs:

- 10           i)       are an adequate representative of the Classes they seek to represent;  
11           ii)       will fairly protect the interests of the members of the Classes;  
12           iii)       have no interests antagonistic to the members of the Classes; and  
13           iv)       will vigorously pursue this suit via attorneys who are competent, skilled  
14 and experienced in litigating matters of this type.

15           c.   Predominant Common Questions of Law or Fact: There are common questions  
16 of law and/or fact as to the members of the Classes which predominate over  
17 questions affecting only individual members of the Classes, including, without  
18 limitation:

- 19           i)       Whether Defendants paid the legal and appropriate straight time pay,  
20 minimum wage pay and/or overtime pay for all work hours to the  
21 members of the Wage Class;  
22           ii)       Whether Defendants paid the appropriate overtime wages to the  
23 members of the Overtime Class;  
24           iii)       Whether Defendants paid the appropriate minimum reporting time to  
25 the members of the Reporting Time Class;  
26           iv)       Whether Defendants failed and continue to fail to provide legally-  
27 required meal periods to the members of the Meal Period Class in  
28 violation of the Labor Code and Section 11 of the IWC Wage Orders;

- 1 v) Whether Defendants failed and continue to fail to authorize and permit  
2 paid legally-required rest periods to the members of the Rest Period  
3 Class in violation of the Labor Code and Section 12 of the IWC Wage  
4 Orders;
- 5 vi) Whether Defendants failed to fully reimburse for all work-related  
6 expenses incurred by the members of the Reimbursement Class;
- 7 vii) Whether Defendants derivatively failed to timely furnish accurate,  
8 itemized and legal wage statements to the members of the Derivative  
9 Wage Statement Class;
- 10 viii) Whether Defendants are derivatively liable under Labor Code § 203 to  
11 the members of the Derivative LC 203 Class;
- 12 ix) Whether Defendants' conduct constitutes unfair business practices  
13 within the meaning of Business & Professions Code §§ 17200, et seq.;
- 14 x) Whether the members of the Classes are entitled to compensatory  
15 damages, and if so, the means of measuring such damages;
- 16 xi) Whether the members of the Classes are entitled to injunctive relief;
- 17 xii) Whether the members of the Classes are entitled to restitution; and
- 18 xiii) Whether Defendants are liable for attorneys' fees and costs.

19 32. Whether each member of the Classes might be required to ultimately justify an  
20 individual claim does not preclude maintenance of a class action.

21 **CAUSES OF ACTION**

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES**

24 **(On Behalf of the Wage Class)**

25 **(Against All Defendants)**

26 33. Plaintiffs incorporate by reference and reallege each and every one of the  
27 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set  
28 forth herein.

1           34. Labor Code § 204 establishes the fundamental right of all employees in the State  
2 of California to be paid wages, including straight time and overtime, in a timely fashion for their  
3 work.

4           35. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in  
5 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated  
6 at the rate of no less than one and one-half times the regular rate of pay for any employee.”

7           36. Labor Code § 1182.12, effective July 1, 2014, states, “Notwithstanding any other  
8 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not  
9 less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all  
10 industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code §  
11 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall  
12 be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents  
13 (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who employs 26 or  
14 more employees, the minimum wage shall be as follows: “From January 1, 2018, to December 31,  
15 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code § 1182.12(b)(1)(C), for any  
16 employer who employs 26 or more employees, the minimum wage shall be as follows: “From  
17 January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Under Labor  
18 Code § 1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum  
19 wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen  
20 dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for any employer who employs 26  
21 or more employees, the minimum wage shall be as follows: “From January 1, 2021, to December  
22 31, 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, under Labor Code §  
23 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall  
24 be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15)  
25 per hour.”

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

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

3 38. Further, under Labor Code § 1197, payment of less than the minimum wage fixed  
4 by the Labor Commission is unlawful.

5 39. Under Labor Code § 1198, it is unlawful to employ persons for longer than the  
6 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage  
7 Order(s).

8 40. Under the IWC Wage Order(s), Defendants are required to pay the members of the  
9 Wage Class for all hours worked, meaning the time during which an employee is subject to the  
10 control of an employer, including all the time the employee is suffered or permitted to work,  
11 whether or not required to do so.

12 41. Defendants, as a matter of established company policy and procedure, at each and  
13 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 14 a. Administered a uniform company policy and practice as to the pay policies  
15 regarding the members of the Wage Class;
- 16 b. Required the members of the Wage Class to spend time under Defendants' control  
17 for work-related tasks without compensation. For example, Defendants required the  
18 members of the Wage Class to respond to calls and texts on their personal cell  
19 phones while off-the-clock; and, as such,
- 20 c. Defendants suffered, permitted, and/or required the members of the Wage Class to  
21 work without paying for all time they were under Defendants' control.

22 42. Because Defendants required the members of the Wage Class to remain under  
23 Defendants' control without paying therefore, this resulted in the members of the Wage Class  
24 earning less than the legal minimum wage in the State of California.

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1           43. Defendants' pattern, practice, and uniform administration of corporate policy  
2 regarding illegal employee compensation as described herein is unlawful and creates an  
3 entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage Class,  
4 in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the  
5 appropriate rate.

6           44. Further, Defendants' pattern and practice in uniform administration of corporate  
7 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage  
8 Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to  
9 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full  
10 amount of the unpaid minimum wages owed, calculated as the difference between the straight time  
11 compensation paid and the applicable minimum wage, including interest thereon.

12           45. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code  
13 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage  
14 Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of  
15 work (not including the overtime portion thereof) in an amount equal to the wages unlawfully  
16 unpaid and interest thereon.

17           46. That calculation of individual damages for the members of the Wage Class may at  
18 some point be required does not foreclose the possibility of taking common evidence on questions  
19 regarding their entitlement to overtime compensation.

20           47. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of  
21 the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

22           48. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request  
23 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

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**SECOND CAUSE OF ACTION**  
**FAILURE TO PAY ALL OVERTIME WAGES**  
**(On Behalf of the Overtime Class)**  
**(Against All Defendants)**

49. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

50. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

51. Labor Code § 510(a) states in pertinent part: “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

52. Labor Code § 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal 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.”

53. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

54. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiffs and the members of the Overtime Class;

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1           60. Labor Code § 204 establishes the fundamental right of all employees in the State  
2 of California to be paid wages, including straight time and overtime, in a timely fashion for their  
3 work.

4           61. Under the IWC Wage Order(s), Defendants are required to pay the members of the  
5 Reporting Time Class for all hours worked, meaning the time during which an employee is subject  
6 to the control of an employer.

7           62. The IWC Wage Order(s) § 5(A) states, “Each workday an employee is required to  
8 report for work and does report, but is not put to work or is furnished less than half said employee’s  
9 usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s  
10 work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s  
11 regular rate of pay, which shall not be less than the minimum wage.”

12           63. The IWC Wage Order(s) § 5(B) states, “If an employee is required to report for  
13 work a second time in any one workday and is furnished less than two (2) hours of work on the  
14 second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of  
15 pay, which shall not be less than the minimum wage.”

16           64. Defendants, as a matter of established company policy and procedure, at each and  
17 every one of the individual facilities owned and/or operated by Defendants, regularly and  
18 consistently required members of the Reporting Time Class to on the same day to see if they were  
19 working, but, if not summoned to work, were paid for less than half the usual or scheduled day’s  
20 work at each respective Reporting Time Class Member’s regular rate of pay.

21           65. At no time when Defendants did not pay the legally requisite reporting time pay  
22 were the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants’ acts  
23 were not because of threats to employees or property, public utility failures, Acts of God or other  
24 causes not within Defendants’ control or employees on paid standby status.

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1           66.     The pattern and practice in uniform administration of corporate policy regarding  
2 Defendants' failure to pay the legal reporting time pay to the members of the Reporting Time Class  
3 as described herein is unlawful and creates entitlement to recovery by the members of the  
4 Reporting Time Class, in a civil action, for the unpaid balance of the full amount of the unpaid  
5 wages owed, including interest thereon.

6           67.     Under Labor Code § 218.6 and Civil Code § 3287, the members of the Reporting  
7 Time Class seek recovery of pre-judgment interest on all amounts recovered herein.

8           68.     Under Labor Code § 218.5, the members of the Reporting Time Class request that  
9 the Court award reasonable attorneys' fees and costs incurred by them in this action.

10                               **FOURTH CAUSE OF ACTION**

11                               **FAILURE TO PROVIDE ALL MEAL PERIODS**

12                               **(On Behalf of the Meal Period Class)**

13                               **(Against All Defendants)**

14           69.     Plaintiffs incorporate by reference and reallege each and every one of the  
15 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set  
16 forth herein.

17           70.     Labor Code § 226.7(b) provides, "An employer shall not require an employee to  
18 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or  
19 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational  
20 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

21           71.     Labor Code § 512 provides, "An employer may not employ an employee for a work  
22 period of more than five hours per day without providing the employee with a meal period of not  
23 less than 30 minutes, except that if the total work period per day of the employee is no more than  
24 six hours, the meal period may be waived by mutual consent of both the employer and employee.  
25 An employer may not employ an employee for a work period of more than 10 hours per day  
26 without providing the employee with a second meal period of not less than 30 minutes, except that  
27 if the total hours worked is no more than 12 hours, the second meal period may be waived by  
28 mutual consent of the employer and the employee only if the first meal period was not waived."

1           72. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or  
2 amend working condition orders with respect to break periods, meal periods, and days of rest for  
3 any workers in California consistent with the health and welfare of those workers.”

4           73. Section 11(C) of the IWC Wage Orders provides, “Unless the employee is relieved  
5 of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal  
6 period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the  
7 nature of the work prevents an employee from being relieved of all duty and when by written  
8 agreement between the parties an on-the-job paid meal period is agreed to. The written agreement  
9 shall state that the employee may, in writing, revoke the agreement at any time.”

10          74. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to provide  
11 an employee a meal period in accordance with the applicable provisions of this order, the employer  
12 shall pay the employee 1 hour of pay at the employee’s regular rate of compensation for each  
13 workday that the meal period is not provided.”

14          75. On one or more occasions, the members of the Meal Period Class worked over five  
15 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30  
16 minutes prior to exceeding five hours of employment.

17          76. Further, on one or more occasions, some members of the Meal Period Class worked  
18 over 10 hours per shift and therefore were entitled to an uninterrupted second meal period of not  
19 less than 30 minutes prior to exceeding 10 hours of employment.

20          77. The members of the Meal Period Class did not validly or legally waive their meal  
21 periods, by mutual consent with Defendants or otherwise.

22          78. The members of the Meal Period Class did not enter into any written agreement  
23 with Defendants agreeing to an on-duty paid meal period.

24          79. As a matter of Defendants’ established company policy, Defendants failed to  
25 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and  
26 516, and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the  
27 Meal Period Class with a first and in some cases a second legally compliant meal period.

28 ///

80. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which states “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.,” the members of the Meal Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee’s regular rate of compensation for each work day that the meal period was not provided, in a sum to be proven at trial.

81. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

## FIFTH CAUSE OF ACTION

## FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS

**(On Behalf of the Rest Period Class)**

**(Against All Defendants)**

82. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

83. Labor Code § 226.7(b) provides “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

84. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

85. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle

1 of each work period. The authorized rest period time shall be based on the total hours worked daily  
2 at the rate of 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest period  
3 need not be authorized for employees whose total daily work time is less than 3½ hours.  
4 Authorized rest period time shall be counted as hours worked for which there shall be no deduction  
5 from wages.”

6 86. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an  
7 employee a rest period in accordance with the applicable provisions of this order, the employer  
8 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each  
9 workday that the rest period is not provided.”

10 87. The members of the Rest Period Class sometimes worked over four hours per shift.  
11 Further, the members of the Rest Period Class sometimes worked over six hours per shift, and in  
12 some cases over 10 hours per shift.

13 88. The members of the Rest Period Class were entitled to a rest period of not less than  
14 10 minutes for every four hours of work, or major fraction thereof.

15 89. As a matter of Defendants’ established company policy, Defendants failed to  
16 always authorize and permit all required rest periods established by Labor Code §§ 226.7 and 516,  
17 and Section 12 of the IWC Wage Order(s).

18 90. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) which  
19 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance  
20 with a state law, including, but not limited to, an applicable statute or applicable regulation,  
21 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health  
22 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the  
23 employee one additional hour of pay at the employee’s regular rate of compensation for each  
24 workday that the meal or rest or recovery period is not provided,” the members of the Rest Period  
25 Class are entitled to damages in an amount equal to one additional hour of pay at each employee’s  
26 regular rate of compensation for each work day that one or more rest periods were not so provided.

27 91. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period  
28 Class seek recovery of pre-judgment interest on all amounts recovered herein.

**SIXTH CAUSE OF ACTION**  
**FAILURE TO FULLY REIMBURSE WORK EXPENSES**  
**(On Behalf of the Reimbursement Class)**  
**(Against All Defendants)**

92. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

93. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

94. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

95. As a matter of Defendants’ established company policy, Defendants required the members of the Reimbursement Class to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to the use of personal cell phones and personal protective equipment for work-related activities.

96. Defendants are legally required to reimburse the members of the Reimbursement Class for all necessary expenditures.

97. Defendants failed to fully and reasonably reimburse the members of the Reimbursement Class for all necessary expenditures, including but not limited to the aforementioned expenditures.

98. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the members of the Reimbursement Class are entitled to recovery from Defendants of the unpaid balance for all necessary expenditures, including but not limited to the aforementioned expenditures.

///

1           99.     As a proximate result of the aforementioned violations of Labor Code § 2802(a),  
2 the members of the Reimbursement Class have been damaged in an amount according to proof at  
3 the time of trial.

4           100.   Under Labor Code § 2802(b), the members of the Reimbursement Class request  
5 that the Court award interest at the same rate as judgments in civil actions, accruing from the date  
6 on which each member of the Reimbursement Class incurred the necessary expenditure or loss.

7           101.   Under Labor Code § 2802(c), the members of the Reimbursement Class request  
8 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

9                               **SEVENTH CAUSE OF ACTION**

10                           **DERIVATIVE FAILURE TO TIMELY**

11                   **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

12                               **(On Behalf of the Derivative Wage Statement Class)**

13           102.   Plaintiffs incorporate by reference and reallege each and every one of the  
14 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set  
15 forth herein.

16           103.   Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly  
17 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable  
18 part of the check, draft, or voucher paying the employee's wages, or separately when wages are  
19 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages  
20 earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6)  
21 the inclusive dates of the period for which the employee is paid... (8) the name and address of the  
22 legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay  
23 period and the corresponding number of hours worked at each hourly rate by the employee...."

24           104.   Further, the IWC Wage Orders § 7(A) states in pertinent part, "(A) Every employer  
25 shall keep accurate information with respect to each employee including the following: (3) Time  
26 records showing when the employee begins and ends each work period. Meal periods, split shift  
27 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the  
28 payroll period and applicable rates of pay...."

1           105.   Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California  
2 employers are required to maintain accurate records pertaining to the total hours worked for  
3 Defendants by the members of the Derivative Wage Statement Class, including but not limited to,  
4 beginning and ending of each work period, meal period and split shift interval, the total daily hours  
5 worked, and the total hours worked per pay period and applicable rates of pay.

6           106.   As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage  
7 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Derivative  
8 Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages  
9 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5)  
10 all applicable hourly rates in effect during each respective pay period and the corresponding  
11 number of hours worked at each hourly rate by each respective individual.

12           107.   As set forth herein in prior causes of action, Defendants failed to pay the members  
13 of the Derivative Wage Statement Class all wages due and owing.

14           108.   As a derivative result of this failure to pay wages and as a pattern and practice in  
15 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do  
16 not maintain accurate records pertaining to the total hours worked for Defendants by the members  
17 of the Derivative Wage Statement Class, including but not limited to, beginning and ending of  
18 each work period, meal period interval, total daily hours worked, total hours worked per pay  
19 period, and the applicable rates of pay.

20           109.   As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an  
21 employee suffers injury if the employer fails to provide accurate and complete information as  
22 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot  
23 promptly and easily ascertain requisite information without reference to other documents or  
24 information.

25           110.   Here, the members of Derivative Wage Statement Class suffered injury because,  
26 due to Defendants' failure to pay all wages due and owing, Defendants derivatively failed to  
27 provide accurate and complete information as required by one or more items listed in Labor Code  
28 § 226(a)(1)-(9).



1           111. In addition, the members of the Derivative Wage Statement Class have suffered  
2 injury as a result of Defendants' failure to maintain accurate records for the members of the  
3 Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class  
4 were not timely provided written accurate itemized statements showing all requisite information,  
5 including but not limited to total hours worked by the employee, net wages earned and all  
6 applicable hourly rates in effect during the pay period and the corresponding number of hours  
7 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),  
8 such that the members of the Derivative Wage Statement Class were misled by Defendants as to  
9 the correct information regarding various items, including but not limited to total hours worked by  
10 the employee, net wages earned and all applicable hourly rates in effect during the pay period and  
11 the corresponding number of hours worked at each hourly rate.

12           112. The actual injuries suffered by the members of the Derivative Wage Statement  
13 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for  
14 the members of the Derivative Wage Statement Class include but are not limited to:

- 15           a. Confusion over whether they received all wages owed them by Defendants;
- 16           b. The difficulty and expense of attempting to reconstruct time and pay records;
- 17           c. Being forced to engage in mathematical computations to analyze whether  
18           Defendants' wages in fact compensated for all hours worked;
- 19           d. The inability to accurately calculate wage rates complicated by the fact that  
20           wage statement information required by Labor Code § 226 is missing;
- 21           e. That such practice prevents the members of the Derivative Wage Statement  
22           Class from being able to effectively challenge information on their wage  
23           statements; and/or
- 24           f. The difficulty and expense of filing and maintaining this lawsuit, and the  
25           discovery required to collect and analyze the very information that California  
26           law requires.

27           113. Under Labor Code § 226(e), the members of the Derivative Wage Statement Class  
28 are entitled to \$50.00 per employee for the initial pay period in which a violation hereunder occurs

1 and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an  
2 aggregate penalty of \$4,000.00.

3 114. Under Labor Code § 226(g), the currently-employed members of the Derivative  
4 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with  
5 Labor Code § 226.

6 115. Under Labor Code §§ 226(e)/(g), the members of the Derivative Wage Statement  
7 Class are also entitled to an award of costs and reasonable attorneys' fees.

8 **EIGHTH CAUSE OF ACTION**

9 **DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202**

10 **(On Behalf of the LC 203 Class)**

11 **(Against All Defendants)**

12 116. Plaintiffs incorporate by reference and reallege each and every one of the  
13 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set  
14 forth herein.

15 117. Labor Code § 203 provides that if an employer willfully fails to pay, without  
16 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee  
17 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up  
18 to 30 days from the due date thereof, until paid or until an action therefor is commenced.

19 118. The members of the Derivative LC 203 Class are no longer employed by  
20 Defendants as they were either discharged from or quit Defendants' employ.

21 119. Defendants had a consistent and uniform policy, practice and procedure of willfully  
22 failing to pay the earned wages of Defendants' former employees, as set forth above, according to  
23 amendment or proof.

24 120. As set forth above, Defendants willfully failed to pay the members of the Derivative  
25 LC 203 Class their entire wages due and owing at the time of their termination or within seventy-  
26 two hours of their resignation and failed to pay those sums for up to 30 days thereafter.

27 121. Defendants' willful failure to pay wages to the members of the Derivative LC 203  
28 Class violates Labor Code § 203 because Defendants knew or should have known wages were due

1 to the members of the Derivative LC 203 Class, as set forth above, but Defendants failed to pay  
2 them.

3 122. Thus, the members of the Derivative LC 203 Class are entitled to recovery under  
4 Labor Code § 203.

5 **NINTH CAUSE OF ACTION**  
6 **PENALTIES UNDER LABOR CODE § 2699**  
7 **(On Behalf of the Aggrieved Employees)**  
8 **(Against All Defendants)**

9 123. Plaintiff Morgan incorporates by reference and realleges each and every one of the  
10 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set  
11 forth herein.

12 124. Under Labor Code § 2699(a) (which provides that any provision of the Labor Code  
13 that provides for a civil penalty to be assessed and collected by the LWDA, or any of its  
14 departments, divisions, commissions, board agencies or employees, such civil penalties may, as  
15 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of  
16 himself or herself and other current or former employees) and Labor Code § 2699(f) (which  
17 establishes a civil penalty for violations of all Labor Code provisions except those for which a civil  
18 penalty is specifically provided), the aggrieved employees seek recovery of all applicable civil  
19 penalties, as follows:

- 20 a. As applicable, for civil penalties under Labor Code § 2699(f), for all violations of  
21 the Labor Code except for those for which a civil penalty is specifically provided,  
22 in the amount of \$100 for each aggrieved employee per pay period for the initial  
23 violation; and \$200 for each aggrieved employee per pay period for each  
24 subsequent violation;
- 25 b. As applicable, civil penalties under Labor Code § 558 (in addition to and entirely  
26 independent and apart from any other penalty provided in the Labor Code), for  
27 violations of Labor Code §§ 500-556, in the amount of \$50 for each underpaid  
28 aggrieved employee for each pay period the aggrieved employee was underpaid,

1 and \$100 for each subsequent violation for each underpaid employee for each pay  
2 period for which the employee was underpaid;

3 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to and  
4 entirely independent and apart from any other penalty provided in the Labor Code),  
5 for violations of Labor Code §§ 1194 and 1197, in the amount of \$100 for each  
6 underpaid aggrieved employee for each pay period the aggrieved employee was  
7 intentionally underpaid, and \$250 for each subsequent violation for each underpaid  
8 aggrieved employees regardless of whether the initial violation was intentionally  
9 committed;

10 d. As applicable, for civil penalties under Labor Code § 210 (in addition to and  
11 entirely independent and apart from any other penalty provided in the Labor Code),  
12 for each employee who is/was not paid wages in accordance with Labor Code §§  
13 204 and 204b in the amount of a civil penalty of \$100 for each aggrieved employee  
14 per pay period for each initial violation, and \$200 for each aggrieved employee per  
15 pay period for each subsequent violation;

16 e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and  
17 entirely independent and apart from any other penalty provided in the Labor Code),  
18 for each violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved  
19 employee per pay period for each violation and \$1,000 for each aggrieved employee  
20 per pay period for each subsequent violation;

21 f. As applicable, for any and all additional civil penalties and sums as provided by the  
22 Labor Code and/or other relevant statutes.

23 125. In addition, Plaintiff Morgan seeks and is entitled to 65% of all penalties obtained  
24 under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees  
25 about their rights and responsibilities under the Labor Code, and 35% to Plaintiff and all other  
26 similarly situated aggrieved employees.

27 126. Further, Plaintiff Morgan is entitled to recover reasonable attorneys' fees and costs  
28 under Labor Code §§ 2699(g)(1) and any other applicable statute.

1           127. Labor Code § 2699.3(a) states in pertinent part: “A civil action by an aggrieved  
2 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision  
3 listed in Section 2699.5 shall commence only after the following requirements have been met: (1)  
4 (A) The aggrieved employee or representative shall give written notice by online filing with the  
5 Labor and Workforce Development Agency and by certified mail to the employer of the specific  
6 provisions of this code alleged to have been violated including the facts and theories to support the  
7 alleged violation.”

8           128. Labor Code § 2699.3(c)(1) states in pertinent part: “A civil action by an aggrieved  
9 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision  
10 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall  
11 commence only after the following requirements have been met: (1) (A) The aggrieved employee  
12 or representative shall give written notice by online filing with the Labor and Workforce  
13 Development Agency and by certified mail to the employer of the specific provisions of this code  
14 alleged to have been violated, including the facts and theories to support the alleged violation.”

15           129. Here, Plaintiff Morgan’s civil action alleges violations of provisions listed in Labor  
16 Code § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As  
17 such, Labor Code § 2699.3(a) and § 2699.3(c) apply to this action.

18           130. On March 19, 2026, Plaintiff Morgan complied with Labor Code § 2699.3(a) and  
19 Labor Code § 2699.3(c) in that Plaintiff Morgan gave written notice by online filing with the  
20 LWDA and by certified mail to Defendants of the specific provisions of the Labor Code alleged  
21 to have been violated, including the facts and theories to support the alleged violations.

22           131. Labor Code § 2699.3(a) further states in pertinent part: “(2)(A) The agency shall  
23 notify the employer and the aggrieved employee or representative by certified mail that it does not  
24 intend to investigate the alleged violation within 60 calendar days of the postmark date of the  
25 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided  
26 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the  
27 aggrieved employee may commence a civil action pursuant to Section 2699.”

28           132. Since providing notice to the LWDA and Defendants of Defendants’ violations, the

1 LWDA has not notified Plaintiff Morgan of its intention to investigate the alleged violations. As  
2 such, Plaintiff Morgan has complied with Labor Code § 2699.3(a) and has been given  
3 authorization therefrom to commence a civil action which includes a cause of action under Labor  
4 Code § 2699.

5 133. Further, as of July 7, 2026 Plaintiff Morgan has not received from Defendants  
6 written notice by certified mail that the alleged violations have been cured, including a description  
7 of actions taken. As such, Plaintiff Morgan has complied with Labor Code § 2699.3(c) and has  
8 been given authorization therefrom to commence a civil action which includes a cause of action  
9 under Labor Code § 2699.

10 **TENTH CAUSE OF ACTION**  
11 **UNFAIR BUSINESS PRACTICES**  
12 **(On Behalf of the 17200 Class)**  
13 **(Against All Defendants)**

14 134. Plaintiffs incorporate by reference and reallege each and every one of the  
15 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set  
16 forth herein.

17 135. Business & Professions Code § 17200 provides, in pertinent part, “unfair  
18 competition shall mean and include any unlawful, unfair or fraudulent business act.”

19 136. Business & Professions Code § 17205 provides that unless otherwise expressly  
20 provided, the remedies or penalties provided for unfair competition “are cumulative to each other  
21 and to the remedies or penalties available under all other laws of this state.”

22 137. Business & Professions Code § 17204 provides that an action for any relief from  
23 unfair competition may be prosecuted by any person who has suffered injury in fact and has lost  
24 money or property as a result of such unfair competition.

25 138. Defendants have engaged in unlawful, unfair and fraudulent business acts or  
26 practices prohibited by Business & Professions Code § 17200, including those set forth in the  
27 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the 17200  
28 Class of the minimum working standards and conditions due to them under the Labor Code and/or

1 the IWC Wage Orders, as specifically described herein.

2 139. Defendants have engaged in unfair business practices in California by practicing,  
3 employing and utilizing the employment practices outlined in the preceding paragraphs,  
4 specifically, by requiring employees to perform the labor services complained of herein without  
5 the requisite compensation.

6 140. Defendants' use of such practices constitutes an unfair business practice and unfair  
7 competition and provides an unfair advantage over Defendants' competitors.

8 141. Plaintiffs have suffered injury in fact and has lost money or property as a result of  
9 such unfair competition.

10 142. Plaintiffs seek full restitution from Defendants, as necessary and according to proof,  
11 to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the  
12 unfair practices complained of herein.

13 143. Further, if Defendants are not enjoined from the conduct set forth above,  
14 Defendants will continue to practice, employ, and utilize the employment practices outlined in the  
15 preceding paragraphs.

16 144. Therefore, Plaintiffs request that the Court issue a preliminary and permanent  
17 injunction prohibiting Defendants from engaging in the foregoing conduct.

18 145. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total  
19 monetary relief sought from Defendants.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs pray:

22 (1) That the Court issue an Order certifying the Classes herein, appointing Plaintiffs as  
23 named representatives of all others similarly situated, and appointing D.Law, Inc. representing all  
24 named plaintiffs as counsel for the members of the Classes;

25 **As to the First Cause of Action for Failure to Pay All Wages:**

26 (2) For recovery of the unpaid balance of the full amount of the straight time  
27 compensation due and owing, according to proof;

28 (3) For liquidated damages on the straight-time portion of uncompensated hours of

work (not including the overtime portion thereof), as authorized by Labor Code § 1194.2(a);

(4) For recovery of the unpaid balance of the full amount of overtime compensation due and owing, calculated at the appropriate rate and according to proof;

(5) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287;

(6) For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5 and/or 1194(a);

As to the Second Cause of Action for Failure to Pay Overtime Wages:

(7) For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s) regarding wages due and owing, according to proof;

(8) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287;

(9) For an award of reasonable attorneys' fees and costs under Labor Code § 218.5 and/or 1194(a);

As to the Third Cause of Action for Failure to Pay Reporting Time Pay:

(10) For recovery of the unpaid balance of the full amount of the unpaid reporting time pay due and owing, according to proof;

(11) For pre-judgment interest as allowed by Labor Code § 218.6 and Civil Code § 3287;

(12) For an award of reasonable attorneys' fees and costs under Labor Code § 218.5;

As to the Fourth Cause of Action for Failure to Provide Meal Periods:

(13) For one hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal period was not provided;

(14) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code § 3287;

As to the Fifth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

(15) For one hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided;

(16) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §



3287;

As to the Sixth Cause of Action for Unpaid Reimbursements for Work Expenses:

(17) For recovery of the unpaid balance for all necessary expenditures and losses incurred in direct consequence of the discharge of Defendants' duties;

(18) For interest thereon at the same rate as judgments in civil actions, accruing from the date on which each member of the Reimbursements Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

(19) For reasonable attorneys' fees and costs under Labor Code § 2802(c);

As to the Seventh Cause of Action for Derivative Failure to Timely Furnish

Accurate Itemized Wage Statements:

(20) For recovery as authorized by Labor Code § 226(e);

(21) For an award of costs and reasonable attorneys' fees under Labor Code §§ 226(e)/(g);

As to the Eighth Cause of Action for Derivative Violations of Labor Code §§ 201-202:

(22) For recovery as authorized by Labor Code § 203;

As to the Ninth Cause of Action for Penalties Under Labor Code § 2699:

(23) For recovery as authorized by Labor Code § 203;

(24) As applicable, for civil penalties under Labor Code § 2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation.

(25) As applicable, for civil penalties under Labor Code § 558, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:

a. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid; and

b. For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee for each pay period for which the employee

1 was underpaid.

2 (26) As applicable, for civil penalties under Labor Code § 1197.1, in addition to and  
3 entirely independent and apart from other penalties in the Labor Code, as follows:

4 a. For any initial violation that is intentionally committed, \$100 for each  
5 aggrieved underpaid employee for each pay period for which the employee  
6 was underpaid; and

7 b. For each subsequent violation, regardless of whether the initial violation is  
8 intentionally committed, \$250 for each aggrieved underpaid employee for  
9 each pay period for which the employee was underpaid;

10 (27) As applicable, for civil penalties under Labor Code § 210, in addition to and entirely  
11 independent and apart from other penalties in the Labor Code, in the amount of \$100 for each  
12 aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per  
13 pay period for each subsequent violation.

14 (28) As applicable, for civil penalties under Labor Code § 226.3, in addition to and  
15 entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for  
16 each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved  
17 employee per pay period for each subsequent violation.

18 (29) As applicable, for reasonable attorneys' fees and costs incurred under Labor Code  
19 § 2699(g)(1) and any other applicable statute; and

20 (30) For such relief as this Court may deem just and proper;

21 As to the Tenth Cause of Action for Unfair Business Practices:

22 (31) For an accounting, under administration of Plaintiffs and/or the receiver and subject  
23 to Court review, to determine the amount to be returned by Defendants, and the amounts to be  
24 refunded to members of the Classes who are owed monies by Defendants;

25 (32) For an Order requiring Defendants to identify each of the members of the Classes  
26 by name, home address, home telephone number and, if available, email address;

27 (33) For an Order requiring Defendants to make full restitution and payment under  
28 California law;

1 (34) For an Order for a preliminary and/or permanent injunction prohibiting Defendants  
2 from engaging in the acts complained of herein;

3 (35) For the creation of an administrative process wherein each injured member of the  
4 Classes may submit a claim in order to receive his/her money;

5 (36) For all other appropriate injunctive, declaratory and equitable relief;

6 (37) For interest to the extent permitted by law;

7 (38) For an award of attorneys' fees and costs incurred in the investigation, filing and  
8 prosecution of this action under Code of Civil Procedure § 1021.5, Business & Professions Code  
9 §§ 17200, et seq., Labor Code § 1194 and/or any other applicable provision of law;

10 As to All Causes of Action:

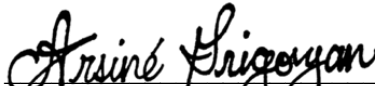
11 (39) For such relief as this Court may deem just and proper, including reasonable  
12 attorneys' fees and costs incurred.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

15 Dated: July 7, 2026

D.LAW, INC.

17 By:   
18 Arsiné Grigoryan, Esq.  
19 Aram Boyadjian, Esq.

20 *Attorneys for Plaintiffs*