

Christina M. Lucio (SBN 253677)
christina@emplawllp.com
Mitchell J. Murray (SBN 285691)
mitchell@emplawllp.com
Nicholas W. Schieffelin (SBN 302329)
nick@emplawllp.com
EMPLAW, LLP
2235 Encinitas Blvd., Suite 210
Encinitas, CA 92024
Telephone: (760) 208-1755

Attorneys for Plaintiff NANCY ROSALES, individually,
and on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

NANCY ROSALES, individually,
and on behalf of herself and all others
similarly situated,

Plaintiff,

v.

THE VONS COMPANIES, INC., a
Michigan corporation; ALBERTSONS
COMPANIES, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

- 1. Failure To Pay Minimum Wages**
- 2. Failure To Pay Overtime Owed**
- 3. Failure To Provide Lawful Meal Periods**
- 4. Failure To Authorize and Permit Lawful Rest Periods**
- 5. Failure To Timely Pay Wages Due and Payable During Employment**
- 6. Failure To Reimburse Necessary Expenses**
- 7. Knowing And Intentional Failure to Comply with Itemized Employee Wage Statement Provisions**
- 8. Failure to Timely Pay Wages Owed upon Separation from Employment**
- 9. Unfair Competition**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff NANCY ROSALES (“Plaintiff”), individually, and on behalf of herself and all others similarly situated, asserts claims against Defendants THE VONS COMPANIES, INC. (“Vons”), a Michigan corporation, ALBERTSONS COMPANIES, INC. (“Albertsons”), a Delaware corporation, and DOES 1-50, inclusive (collectively “Defendants”) as follows:

INTRODUCTION

1. This is a putative wage and hour class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants, either directly or indirectly, as non-exempt employees working in Starbucks kiosks located within Defendants’ stores in the State of California at any time from four years prior to the filing of this Complaint through resolution or trial of the matter (“Class Members”). Starbucks kiosk employees were required to complete Starbucks-specific training, which meant that only Starbucks trained employees could operate the Starbucks kiosk. Defendants did not permit general Vons store employees to substitute for or cover Starbucks kiosk employees under any circumstances, even when the kiosk was understaffed.

2. This class action arises from Defendants’ use of policies, procedures, and practices – including a structural staffing model unique to Starbucks kiosk that prohibited non-Starbucks employees from covering the kiosk - which result in the failure to pay minimum wages for all hours worked; failure to pay accurate overtime wages for all hours worked in excess of eight hours in a workday and 40 hours in a workweek; failure to provide lawful meal periods or meal period premiums at the regular rate in lieu thereof; failure to authorize and permit lawful paid rest periods or rest period premiums at the regular rate in lieu thereof; failure to pay all wages owed upon separation under sections 201, 202, and 203; failure to reimburse necessary business expenses; failure to timely pay wages during employment under section 204; and unfair business practices under Business and Professions Code section 17200.

3. During the “liability period,” as defined as the applicable statute of limitations for each and every cause of action contained herein – i.e. Plaintiff’s claims under the Unfair Competition Law is

four (4) years; Plaintiff's claims for either unpaid wages or actual damages is three (3) years; and Plaintiff's claims for statutory penalties is one (1) year from the filing of this action through the present (referred to as "the liability period(s)") – Defendants consistently maintained and enforced against its Class Members unlawful practices and policies in violation of California state wage and hour laws, including failing to lawfully and accurately pay Plaintiff and Class Members for all hours worked, including minimum wages and overtime and double time; failing to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee's regular rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to accurately pay overtime; failing to reimburse necessary expenses; failing to provide accurate itemized wage statements; failing to timely pay wages during employment and at termination; and failing to keep accurate records.

4. During the liability period, Defendants consistently maintained and enforced against Class Members unlawful practices and policies, among others, in violation of California state wage and hour laws, failing to accurately pay all employees earned wages for hours worked including the required overtime and minimum wage for all hours worked, failing to pay for rest periods at the regular rate, and failing to provide meal and rest periods. These violations were directly caused and exacerbated by Defendants' policy and practice of restricting the operation of the Starbucks kiosk exclusively to Starbucks-trained employees. Because general Vons store employees were prohibited from working in the Starbucks kiosk—including to provide temporary coverage—Starbucks kiosk employees had no one to relieve them when they needed to take a meal period, rest period, or use the restroom. As a result, Starbucks kiosk employees were routinely forced to remain at the kiosk during legally required breaks or were denied such breaks altogether.

5. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all Class Members, brings this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6,

221-224, 226, 226.2, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Order 5-2001, and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unreimbursed expenses, penalties, liquidated damages, interest, and reasonable attorneys' fees and costs.

6. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay to Plaintiff and Class Members all of their wages, including minimum wages, overtime, double time, and premium wages, and for unreimbursed expenses.

JURISDICTION AND VENUE

7. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts."

8. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10 and Business and Professions Code sections 17203 and 17204.

9. This Court has jurisdiction over the Defendants because each Defendant is a person having sufficient minimum contacts with the State of California so as to render the exercise of jurisdiction over the Defendant by the California courts consistent with traditional notions of fair play and substantial justice.

10. The unlawful acts alleged herein have a direct effect on Plaintiff and the other similarly situated Class Members within San Diego County and it is believed that Defendants have employed over one hundred Class Members as non-exempt employees throughout the state.

11. The California Superior Court also has jurisdiction in this matter because the individual claims of the Class Members described herein are presently believed to be under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential

1 damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in
2 controversy by Plaintiff's class-wide claims, is presently believed to be under the five million dollar
3 (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question
4 at issue, as the issues herein are based solely on California statutes and law, including the Labor Code,
5 IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California
6 Business and Professions Code.

7
8 12. Venue is proper in the Superior Court of San Diego County pursuant to Code of Civil
9 Procedure section 395.5 because one or more of the violations alleged in this Complaint arise in San
10 Diego County, where Defendants operate a store location at 7895 Highland Village Place, San Diego,
11 CA 92129, and where Plaintiff was employed and certain of the alleged violations occurred.

12 **PARTIES**

13
14 13. Plaintiff Nancy Rosales is and was at all relevant times a resident of San Diego County,
15 California. Plaintiff was employed by Defendants from approximately 2020 through September 2025.

16 14. Plaintiff served as a manager at a Starbucks kiosk inside a Vons store. In this role, Plaintiff
17 was required to hold Starbucks-specific training and to comply with Starbucks operational protocols,
18 policies, and procedures that governed the operation of the kiosk. Only employees who had completed
19 Starbucks-required training and obtained Starbucks certification were permitted to work within the
20 Starbucks kiosk.

21
22 15. Plaintiff and the members of the putative class were employed as non-exempt employees
23 employed by Defendants, either directly or indirectly, working in Starbucks kiosks located within
24 Defendants' stores in the State of California at any time from four years prior to the filing of this
25 Complaint.

26
27 16. Defendant The Vons Companies, Inc. is a corporation registered in Michigan. Its principal
28 mailing address is PO Box 20, Boise, Idaho 83726-0020.

1 17. Defendant Albertsons Companies, Inc. is a corporation registered in Delaware. Its
2 principal mailing address is PO Box 20, Boise, Idaho 83726-0020.

3 18. Defendant Albertsons Companies, Inc. is the second-largest supermarket company in the
4 country. It operates over 2,200 stores in North America.

5 19. The true names and capacities of Defendants, whether individual, corporate, associate, or
6 otherwise, sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
7 therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff
8 is informed and believes, and based thereon alleges that each of the Defendants designated herein as a
9 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek
10 leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
11 designated hereinafter as DOES when such identities become known.

12 20. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in
13 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
14 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
15 attributable to the other Defendants.

16 21. Plaintiff is further informed and believes, and thereon alleges, that at all times material
17 herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the
18 alter ego of the other. Whenever and wherever reference is made in this Complaint to any conduct by
19 Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of
20 each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is
21 made to individuals who are not named as Defendants in this complaint, but were employees and/or
22 agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this
23 complaint within the scope of their respective employments.

24
25
26
27
28 ///

FACTUAL ALLEGATIONS

22. During the relevant time, Defendants compensated Plaintiff and the Class Members based on an hourly wage.

23. Defendants employ Plaintiff and the Class as non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

24. During the relevant time, Plaintiff was employed by Defendants in an hourly, non-exempt position. She worked as a manager in Defendants' Starbucks kiosk approximately 5 days per week, 40+ hours per week.

25. A critical and distinguishing feature of the Starbucks kiosk within Vons stores is that only Starbucks-trained employees were permitted to staff and operate the kiosk. Unlike every other department and station within the Vons store—including the deli, bakery, floral, and checkout areas—general Vons store employees were categorically prohibited from working within or providing coverage for the Starbucks kiosk. This restriction applied equally during staffing shortages, during meal and rest period breaks, and during restroom breaks. As a result, whenever a Starbucks kiosk employee needed to take a legally required meal period, rest period, or use the restroom, the kiosk either had to shut down entirely or the employee was required to remain at the kiosk without relief.

26. Because Defendants' scheduling practices often resulted in only one Starbucks kiosk employee being on duty at a given time—and because no other Vons employee could cover the kiosk—Starbucks kiosk employees were routinely left without anyone to relieve them for meal periods, rest periods, or restroom breaks. This structural staffing deficiency was not accidental; it was the direct and foreseeable result of Defendants' policy and practice of restricting kiosk coverage exclusively to Starbucks kiosk employees while simultaneously failing to schedule sufficient employees to ensure legal compliance with California's meal and rest period law.

1 27. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
2 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
3 requirements of California's wage and employment laws.
4

5 28. All Class Members are similarly situated in that they are all subject to Defendants' uniform
6 policies and systemic practices as specified herein, including the kiosk-exclusive staffing policy that
7 prevented other Vons employees from providing coverage at the Starbucks kiosk.

8 29. Plaintiff and the Class Members typically clocked in at the beginning of their shifts and
9 out at the end of their shifts.

10 30. However, Plaintiff and the Class Members have not been paid for all hours worked
11 because employees were often required to work off the clock such that they have not been paid for all
12 hours worked. By way of example only, Plaintiff and Class Members were required to make grocery
13 drop offs and pick-ups after work. Indeed, Defendants engaged in pattern and practice of failing to
14 compensate work performed outside of scheduled hours work. Defendants also failed to compensate
15 Class Members for hours worked during purported meal periods.
16

17 31. During the relevant period, Plaintiff and the Class regularly worked in excess of eight
18 hours in a workday and forty hours in a workweek.

19 32. Plaintiff was typically scheduled five days per week. Plaintiff and other Class Members
20 frequently worked additional hours to meet Defendants' work demands and customer requirements.
21

22 33. Defendants failed to properly calculate and pay overtime premiums at the rate of time and
23 one-half of the regular rate of pay for all hours worked in excess of eight hours in a workday and forty
24 hours in a workweek, and failed to pay double-time premiums for hours worked in excess of twelve hours
25 in a workday.
26

27 34. Not only did Defendants fail to properly compensate overtime hours worked off the clock,
28 but also Defendants failed to pay overtime at the proper regular rate, as they omitted incentives, bonuses,

1 and other non-discretionary compensation from the calculation of the regular rate.

2 35. Defendants failed to timely pay all wages owed to employees during the course of
3 employment, and failed to pay wages earned at least twice per month as required by California Labor
4 Code section 204.
5

6 36. Plaintiff and the Class Members were regularly required to work shifts in excess of five
7 hours without being provided a lawful meal period and, on occasion, over ten hours in a day without
8 being provided a second lawful meal period as required by law.

9 37. Indeed, during the relevant time, as a direct consequence of Defendants' kiosk-exclusive
10 staffing policy, scheduling practices, and work demands, Defendants frequently failed to provide Plaintiff
11 and the Class Members timely, legally compliant uninterrupted 30-minute meal periods as required by
12 law. Because only Starbucks-specific employees could work the kiosk, there was no one available to
13 relieve a kiosk employee for a meal period when that employee was the only Starbucks-trained staff
14 member on duty. Defendants knew or should have known that this staffing structure made it impossible
15 to consistently provide lawful meal periods.
16

17 38. Moreover, as a result of Defendants' kiosk-exclusive staffing policy, productivity
18 requirements, and work schedules implemented and enforced by Defendants, Plaintiff and members of
19 the Class were often unable to take off-duty meal periods and/or were not fully relieved of their duties
20 for legally required meal periods, with Class Members required to eat whenever they could between
21 customer interactions—or not at all. The kiosk could not be left unattended, and no non-Starbucks
22 employee was permitted to step in, leaving kiosk employees with no practical ability to leave for a
23 compliant 30-minute duty-free meal period.
24

25 39. Despite the above-mentioned meal period violations, Defendants failed to compensate
26 Plaintiff, and on information and belief, failed to compensate Class Members, one additional hour of pay
27 at their regular rate of pay as required by California law when meal periods were not timely or lawfully
28

1 provided in a compliant manner.

2 40. Plaintiff is informed and believes, and thereon alleges, that Defendants know, should
3 know, knew, and/or should have known that Plaintiff and the other Class Members were entitled to
4 receive accurate premium wages under Labor Code §226.7 at the regular rate for non-provided meal
5 periods but were not receiving accurately calculated compensation.
6

7 41. In addition, during the relevant time frame, Plaintiff and the Class Members were
8 systematically not authorized and permitted to take one net ten-minute paid rest period for every four
9 hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order. The
10 same kiosk-exclusive staffing constraint that prevented lawful meal periods also prevented lawful rest
11 periods: because no one outside of Starbucks-specific employees could cover the kiosk, and because
12 Defendants frequently scheduled only one Starbucks-specific employee at a time, there was no one to
13 relieve that employee even for a ten-minute rest period.
14

15 42. Defendants maintained and enforced scheduling practices, policies, and imposed work
16 demands and customer requirements that frequently required Plaintiff and the Class Members to forego
17 their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof.
18 Such requisite rest periods were not timely authorized and permitted.
19

20 43. Despite the above-mentioned rest period violations, Defendants did not compensate
21 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at their
22 regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC
23 wage order, for each day on which lawful rest periods were not authorized and permitted.
24

25 44. Moreover, Plaintiff and the Class Members have been required to incur necessary
26 expenses in the discharge of their duties but have not been reimbursed for such costs.
27

28 45. Defendants required Class Members to use personal cell phones for work purposes, such
as scheduling, but failed to reimburse employees for such necessary business expenses.

1 46. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiff
2 and the Class Members in part because of the above specified violations. In addition, upon information
3 and belief, Defendants omitted an accurate identification of the employer, itemization of total hours
4 worked, the applicable hourly rates, the number of hours worked at each rate, the name and address of
5 the legal entity that is the employer, gross pay and net pay figures from Plaintiff, and the Class Members'
6 wage statements. Such actions were and continue to be in violation of the California Labor Code and
7 applicable IWC Wage Orders.
8

9 47. Defendants have also made it difficult to determine applicable hourly rates of pay, total
10 hours worked, and account with precision for the unlawfully withheld wages and deductions due to be
11 paid to Class Members, including Plaintiff, during the liability period because they did not implement
12 and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided
13 rest and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section
14 211(c), California Labor Code section 226, and applicable California Wage Orders.
15

16 48. On September 24, 2025, Plaintiff formally requested a copy of her personnel record from
17 the Vons Companies, Inc. pursuant to Labor Code section 1198.5. Over thirty days passed without
18 Plaintiff receiving her personnel record.
19

20 49. Plaintiff and the Class Members are covered by applicable California IWC Wage Orders
21 and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et*
22 *seq.*
23

24 50. Defendants failed to timely pay all wages owed to Class Members upon termination of
25 employment, including but not limited to unpaid minimum wages, straight-time wages, overtime wages,
26 and penalties for meal and rest period violations, in violation of California Labor Code sections 201, 202,
27 and 203.
28

 51. On information and belief, Defendants knew or should have known that it is improper and

1 unlawful to: (a) fail to pay minimum wages for all hours worked; (b) fail to pay overtime premiums; (c)
2 fail to provide meal and rest periods; (d) fail to reimburse necessary business expenses; and (e) fail to
3 timely pay wages during employment and upon termination. Defendants further knew or should have
4 known that their kiosk-exclusive staffing policy—which prevented non-Starbucks employees from
5 covering the kiosk under any circumstances—made it structurally impossible for Starbucks kiosk
6 employees to receive compliant meal and rest periods unless a sufficient number of Starbucks-specific
7 employees were scheduled at all times.
8

9 52. Defendants’ unlawful policies and practices described herein constitute unfair business
10 practices in violation of California Business and Professions Code section 17200 et seq., as Defendants
11 gained an unfair competitive advantage over competitors who comply with California wage and hour
12 laws by reducing labor costs through the systematic underpayment of wages and benefits to employees.
13

14 53. As a result of Defendants’ unlawful conduct, Plaintiff and the Class have been damaged
15 in amounts to be proven at trial, including but not limited to unpaid minimum wages, unpaid overtime
16 wages, meal and rest period premiums, unreimbursed business expenses, waiting time penalties, and
17 other damages and penalties provided by law.
18

19 **CLASS ACTION ALLEGATIONS**

20 54. Plaintiff brings this action on behalf of herself and all others similarly situated as a class
21 action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a Class composed of
22 and defined as follows: **all persons currently or formerly employed by Defendants, directly or**
23 **indirectly, as non-exempt employees working in Starbucks kiosks located within Defendants’ stores**
24 **in California any time during the four years before the filing of this Complaint through the time of**
25 **trial (the “Class” or “Class Members”).**
26

27 55. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which are
28 composed of Class Members satisfying the following definitions:

- 1 a. All Class Members who were not paid at least minimum wage for all hours worked
2 (collectively “**Minimum Wage Subclass**”);
- 3
4 b. All Class Members who were not accurately paid overtime for hours worked over eight
5 in a day or over forty in a workweek (collectively “**Overtime Subclass**”);
- 6
7 c. All Class Members who were not accurately paid double time for hours worked over
8 twelve (12) hours in a day or for hours worked over eight (8) hours on the seventh
9 consecutive day of the workweek (collectively “**Double Time Subclass**”);
- 10
11 d. All Class Members who worked more than five (5) hours in a workday and were not
12 provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes—
13 including those who were denied meal periods as a direct result of Defendants' kiosk-
14 exclusive staffing policy that prohibited non-Starbucks employees from providing
15 coverage—and were not paid compensation of one hour premium wages at the employee's
16 regular rate in lieu thereof (hereinafter collectively referred to as the “**First Meal Period**
17 **Subclass**”);
- 18
19 e. All Class Members who worked more than ten (10) hours in a workday and were not
20 provided with a timely, uninterrupted lawful second meal period of net thirty (30)
21 minutes—including those denied relief due to Defendants' kiosk-exclusive staffing
22 policy—and were not paid compensation of one hour premium wages at the employee's
23 regular rate in lieu thereof (hereinafter collectively referred to as the “**Second Meal**
24 **Period Subclass**”);
- 25
26 f. All Class Members who worked more than three and a half hours in a workday and were
27 not authorized and permitted to take a lawful net 10-minute rest period for every four (4)
28 hours or major fraction thereof worked per day—including those denied rest periods
because no non-Starbucks employee could relieve them at the kiosk—and were not paid

1 compensation of one hour premium wages at the employee's regular rate in lieu thereof
2 (hereinafter collectively referred to as the “**Rest Period Subclass**”);

3
4 g. All Class Members who were not provided with accurate and complete itemized wage
5 statements (hereinafter collectively referred to as the “**Inaccurate Wage Statement**
6 **Subclass**”);

7 h. All Class Members who were not reimbursed for all necessary expenditures (collectively
8 “**Indemnification Subclass**”);

9 i. All Class Members who separated from employment with Defendant and who were not
10 timely paid all wages due to them upon termination or resignation (collectively “**Waiting**
11 **Time Subclass**”);

12 j. All Class Members who were employed by Defendants and subject to Defendants’ Unfair
13 Business Practices (collectively “**Unfair Business Practices Subclass**”).
14

15 56. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend or
16 modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate, or if it
17 should be deemed necessary by the Court or to further divide the Class Members into additional
18 Subclasses or to limit the Subclasses to particular issues. Any reference herein to the Class Members or
19 the Plaintiff’s Class includes the members of each of the Subclasses.
20

21 57. As set forth in further detail below, this action has been brought and may properly be
22 maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because
23 there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses are
24 easily ascertainable through Defendants’ records.

25 a. Numerosity: The members of the Class and Subclasses are so numerous that joinder of
26 all members of the Class and Subclasses would be unfeasible and impractical. The
27 membership of the entire Class and Subclasses is unknown to Plaintiff at this time,
28

1 however, the Class is estimated to be hundreds of individuals. Accounting for employee
2 turnover during the relevant periods necessarily increases this number substantially.
3 Plaintiff alleges Defendants' employment records would provide information as to the
4 number and location of all Class Members. Joinder of all members of the proposed Class
5 is not practicable.
6

7 b. The proposed class is easily ascertainable. The number and identity of the class members
8 are determinable from Defendants' payroll records and time records for each class
9 member.
10

11 c. Commonality: There are common questions of law and fact as to the Class and Subclasses
12 that predominate over questions affecting only individual Class Members. These common
13 questions of law and fact include, without limitation:

- 14 1. Whether Defendants accurately paid Class Members for all hours worked;
- 15 2. Whether Defendants paid Class Members at least minimum wage for all hours
16 worked;
- 17 3. Whether Defendants were required to pay Class Members for hours worked
18 during purported meal periods;
- 19 4. Whether Defendants knew or should have known that Class Members were
20 required to perform work off the clock;
- 21 5. Whether Defendants accurately calculated and paid all Class Members overtime
22 premiums at the regular rate;
- 23 6. Whether Defendants accurately calculated and paid all Class Members double
24 time premiums at the regular rate;
- 25 7. Whether Defendants had a policy and practice of providing lawful, timely meal
26 periods in accordance with Labor Code § 512, as well as the applicable Industrial
27
28

Welfare Commission (“IWC”) wage order;

8. Whether Defendants' kiosk-exclusive staffing policy—which prohibited non-Starbucks store employees from providing coverage within the Starbucks kiosk—structurally prevented Starbucks kiosk employees from receiving compliant meal and rest periods;
9. Whether Defendants knew or should have known that scheduling only one Starbucks-specific employee at a time at the kiosk, while prohibiting non-Starbucks employees from covering the kiosk, made it impossible for that employee to be fully relieved for meal and rest periods;
10. Whether Defendants accurately calculated and paid all Class Members overtime for the hours which Plaintiff and Class Members worked;
11. Whether Defendants accurately paid all Class Members double time for the hours which Plaintiff and Class Members worked over twelve (12) hours in a day or for hours worked over eight (8) hours on the seventh consecutive day of the workweek;
12. Whether Defendants on-duty meal periods were lawful;
13. Whether Defendants required employees to remain on the premises during meal periods;
14. Whether Defendants relieved Class Members of all duty during meal periods;
15. Whether Defendants relieved Class Members of all duty during rest period;
16. Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not provided;
17. Whether Defendants failed to authorize and permit a lawful, net 10-minute rest

period to the Class Members for every four (4) hours or major fraction thereof worked;

18. Whether Defendants required employees to remain on the premises during rest periods;

19. Whether Defendants automatically deducted time from hours worked for purported meal periods regardless of whether the meal period was actually provided;

20. Whether Defendants had a policy and practice of complying with Labor Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not provided;

21. Whether Defendants failed to reimburse employees for necessary expenses in accordance with Labor Code section 2802;

22. Whether Defendants omitted required information from itemized wage statements;

23. Whether Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;

24. Whether Defendants engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;

25. Whether Defendants' conduct was willful and/or reckless;

26. Whether Defendants failed to provide accurate itemized wage statements in violation of Labor Code § 226; and

27. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the interests of

1 each member of the Class and Subclasses with whom they have a well-defined community
2 of interest. Plaintiff's claims herein alleged are typical of those claims which could be
3 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of
4 the relief which would be sought by each member of the Class and/or Subclasses in
5 separate actions. All members of the Class and/or Subclasses have been similarly harmed
6 by Defendants' failure to provide lawful meal periods and rest periods, failure to
7 reimburse expenses, failure to provide accurate wage statements, and failure to pay
8 minimum wages, straight time wages, premium, overtime, and double time wages, failure
9 to provide accurate wage statements, failure to timely pay wages during employment and
10 at termination, all due to Defendants' policies and practices that affected each member of
11 the Class and/or Subclasses similarly. Further, Defendants benefited from the same type
12 of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.

13
14
15 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the interests of
16 each member of the Class and/or Subclasses with whom they have a well-defined
17 community of interest and typicality of claims, as demonstrated herein. Plaintiff
18 acknowledges that he has an obligation to make known to the Court any relationships,
19 conflicts, or differences with any member of the Class and/or Subclasses, and no such
20 relationships or conflicts are currently known to exist. Plaintiff's attorneys and the
21 proposed counsel for the Class and Subclasses are versed in the rules governing class
22 action discovery, certification, litigation, and settlement and experienced in handling such
23 matters. Other former and current employees of Defendants may also serve as
24 representatives of the Class and Subclasses if needed.

25
26
27 f. Superiority: The nature of this action makes the use of class action adjudication superior
28 to other methods. A class action will achieve economies of time, effort, judicial resources,

1 and expense, which would not be achieved with separate lawsuits. The prosecution of
2 separate actions by individual members of the Class and/or Subclasses would create a risk
3 of inconsistent and/or varying adjudications with respect to the individual members of the
4 Class and/or Subclasses, establishing incompatible standards of conduct for the
5 Defendants, and resulting in the impairment of the rights of the members of the Class
6 and/or Subclasses and the disposition of their interests through actions to which they were
7 not parties. Thus, a class action is superior to other available means for the fair and
8 efficient adjudication of this controversy because individual joinder of all Class Members
9 is not practicable, and questions of law and fact common to the Class predominate over
10 any questions affecting only individual Class Members. Each member of the Class has
11 been damaged and is entitled to recovery by reason of Defendants' unlawful policies and
12 practices, including Defendants' failure to provide lawful meal periods and rest periods,
13 failure to reimburse expenses, failure to provide accurate wage statements, failure to pay
14 minimum wages, straight time wages, premium, overtime, and double time wages, failure
15 to provide accurate wage statements, failure to timely pay wages during employment and
16 at termination, all due to Defendants' policies and practices that affected each member of
17 the Class and/or Subclasses similarly. Class action treatment will allow those similarly
18 situated persons to litigate their claims in the manner that is most efficient and economical
19 for both parties and the judicial system. Plaintiff is unaware of any difficulties that are
20 likely to be encountered in the management of this action that would preclude its
21 maintenance as a class action.

- 22
23
24
25 g. Public Policy Considerations: Employers in the state of California violate employment
26 and labor laws every day. However, current employees are often afraid to assert their
27 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing
28

actions because they believe their former employers may damage their future endeavors through negative references and/or other means. The nature of this action allows for the protection of current and former employees' rights without fear of retaliation or damage. Additionally, the citizens of California have a significant interest in ensuring employers comply with California's labor laws and in ensuring those employers who do not are prevented from taking further advantage of their employees.

CLASS ACTION CAUSES OF ACTION

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages

(By Plaintiff and the Class Against Defendants)

58. Plaintiff incorporates the above allegations as though fully set forth herein.

59. Labor Code section 1194(a) provides that 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.

60. Labor Code section 1197 provides: The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

61. Pursuant to Labor Code section 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).

62. The applicable wage orders and California Labor Code sections 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state

1 law.

2 63. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not been
3 paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance
4 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the
5 unpaid wages and interest accrued thereon.
6

7 64. During all relevant periods, the California Labor Code and wage orders required that
8 Defendants fully and timely pay its non-exempt employees all wages earned and due for all hours worked.

9 65. The IWC Wage Orders define "hours worked" as "the time during which an employee is
10 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
11 work, whether or not required to do so."
12

13 66. At all times relevant, Plaintiff and Class Members consistently worked hours for which
14 they were not paid because Defendants frequently required Plaintiff and the Class Members to work off
15 the clock. Starbucks kiosk employees were particularly susceptible to off-the-clock work because, due to
16 Defendants' kiosk-exclusive staffing policy, they could not simply leave the kiosk unattended when their
17 shift ended if no certified replacement had arrived.
18

19 67. Plaintiff is informed and believes that Defendants were aware that Plaintiff and Class
20 Members were working off the clock and working hours and that they should have been paid for this
21 time.
22

23 68. Defendants' policy and practice of not paying all minimum wages violates California
24 Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 1454, and the
25 applicable wage order 5-2001.
26

27 69. Due to Defendants' violations of the California Labor Code and wage orders, Plaintiff and
28 the Class Members are entitled to recover from Defendants their unpaid wages, statutory penalties,
reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well

1 as liquidated damages.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PAY OVERTIME OWED**

4 **(By Plaintiff and the Class Against All Defendants)**

5
6 70. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
7 as if fully set forth herein.

8 71. During all relevant periods, Defendants required Plaintiff and the Class Members to work
9 shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

10 72. During all relevant periods, both the California Labor Code sections 1194, 1197, 510,
11 1198, and the pertinent wage orders required that all work performed by an employee in excess of eight
12 (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours
13 in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay.
14 Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no
15 less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours
16 on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice
17 the regular rate of pay of an employee.
18

19 73. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff and the
20 Class Members to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in
21 a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay.
22 Upon information and belief, Defendants also failed to properly compensate Plaintiff and the Class
23 Members for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh
24 (7th) day of a workweek.
25

26 74. The IWC Wage Orders define "hours worked" as "the time during which an employee is
27 subject to the control of an employer, and includes all the time the employee is suffered or permitted to
28

1 work, whether or not required to do so.”

2 75. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the Class
3 Members were working off the clock and that they should have been paid for this time, and that some of
4 the hours worked constituted overtime under the law. The kiosk-exclusive staffing policy further
5 contributed to overtime because kiosk employees were often required to remain at the kiosk past their
6 scheduled end times when no certified replacement was available.

7 76. As a result, Defendants failed to pay Plaintiff and the Class Members earned overtime
8 wages and such employees suffered damages as a result.

9 77. In addition, upon information and belief, Defendants failed to incorporate all forms of
10 compensation, including without limitation bonuses, differentials, incentives, and other non-discretionary
11 compensation into the regular rate for overtime purposes.

12 78. Defendants knew or should have known Plaintiff and the Class Members were
13 undercompensated as a result of these practices.

14 79. Due to Defendants’ violations of the California Labor Code, Plaintiff and the Class
15 Members are entitled to recover from Defendants their unpaid overtime wages, reasonable attorneys’ fees
16 and costs in this action, and pre-judgment and post-judgment interest, statutory penalties, and liquidated
17 damages.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

20 **(By Plaintiff and the Class Against All Defendants)**

21 80. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
22 as if fully set forth herein.

23 81. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period
24 of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which
25

1 the employee is relieved of all of his or her duties, except that when a work period of not more than six
2 (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer
3 and employee.
4

5 82. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee for a
6 work period of more than ten (10) hours without providing a second meal break of not less than thirty
7 (30) minutes in which the employee is relieved of all of his or her duties. A second meal break may only
8 be waived by mutual consent, and if the employee did not waive his or her first meal period, and the
9 employee's work day will not exceed twelve hours.
10

11 83. For the four (4) years preceding the filing of this lawsuit, Defendants failed to provide
12 Plaintiff and Class Members timely and uninterrupted first meal periods of not less than thirty (30)
13 minutes within the first five hours of a shift.

14 84. For the four (4) years preceding the filing of this lawsuit, Defendants also failed to provide
15 Plaintiff and Class Members timely and uninterrupted second meal periods of not less than thirty (30)
16 minutes on shifts longer than ten hours.

17 85. Indeed, during the relevant time, a central and systemic cause of Defendants' failure to
18 provide lawful meal periods was Defendants' own kiosk-exclusive staffing policy. Because only
19 Starbucks-specific employees were permitted to operate the Starbucks kiosk, and because Defendants
20 frequently scheduled only one Starbucks-specific employee at a time, that employee had no one to relieve
21 them for a thirty-minute duty-free meal period. The kiosk could not be left unattended, and no other Vons
22 employee—regardless of availability—was authorized to step in. This left Starbucks kiosk employees
23 with no practical ability to take a lawful meal period while remaining in compliance with Defendants'
24 operational requirements.
25

26 86. On information and belief, Plaintiff and Class Members did not waive their rights to meal
27 periods under the law.
28

1 87. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
2 periods.

3 88. Plaintiff and the Class Members were not relieved of all duty, were not relieved of all duty
4 during meal periods, and remain on-call during purported meal periods.

5 89. Plaintiff and the Class Members were not paid one hour of pay at their regular rate for
6 each day that a first or second meal period was not lawfully provided.

7 90. As a proximate result of the aforementioned violations, Plaintiff and the Class Members
8 have been damaged in an amount according to proof at time of trial.

9 91. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover one
10 (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled
11 to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

12 92. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent
13 have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery
14 of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections
15 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

16
17
18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

20 **(By Plaintiff and the Class Against All Defendants)**

21 93. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs
22 as if fully set forth herein.

23 94. Pursuant to the IWC wage orders applicable to Plaintiff's and the Class Members'
24 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
25 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized rest
26 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
27
28

four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages.”

95. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

96. Defendants were required to authorize and permit employees such as Plaintiff and Class Members to take paid rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

97. Despite said requirements, Defendants failed and refused to authorize and permit Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof. The same kiosk-exclusive staffing structure that made lawful meal periods impossible also made rest periods systematically unavailable to Starbucks kiosk employees. When a Starbucks kiosk employee needed to step away for ten minutes—whether for a rest period or to use the restroom—no other Vons employee could cover the kiosk, and no relief was available from general store staff. As a result, Starbucks kiosk employees were effectively denied rest periods and restroom breaks unless a second Starbucks-specific employee happened to be on duty.

98. Plaintiff and the Class Members were not relieved of all duty and/or were not allowed to leave the premises during rest periods.

99. Defendants did not pay Plaintiff one additional hour of pay at his regular rate of pay for each day that a rest period violation occurred. On information and belief, the other members of the Class endured similar violations as a result of Defendants’ rest period policies and practices and Defendants did not pay said Class Members premium pay as required by law.

100. By their failure to authorize and permit Plaintiff and the Class Members to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof

1 worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total
2 ten (10) minute rest periods on days on which Plaintiff and the other Class Members work(ed) work a
3 third rest period for shifts in excess of ten (10) hours, and by their failure to provide compensation for
4 such unprovided rest periods as alleged herein, Defendants willfully violated the provisions of Labor
5 Code sections 226.7 and the applicable IWC Wage Order(s).

7 101. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent
8 have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery
9 of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections
10 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

12 102. In addition, Commissioned Class Members were deprived of pay at the regular rate for
13 rest periods as required by the Labor Code.

14 103. As such, the Class Members are entitled to recover unpaid wages and unpaid premiums
15 in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under
16 Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING EMPLOYMENT**

19 **(By Plaintiff and the Class Against All Defendants)**

20
21 104. Plaintiff incorporates by reference and realleges each and every allegation contained
22 above, as though fully set forth herein.

23 105. Labor Code section 204 requires that all wages are due and payable twice in each calendar
24 month.

25 106. The wages required by Wage Order 5-2001 and Labor Code §§ 226.7, 510, 1194, 1454
26 and other sections became due and payable to each employee in each month that he or she was not paid
27 minimum wage, premiums, straight or overtime wages to which he or she was entitled.
28

107. Defendants violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code and applicable wage orders.

108. Labor Code section 210 (a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

109. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members seek to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY EXPENSES

(By Plaintiff and the Class Against All Defendants)

110. Plaintiff incorporates the above allegations as though fully set forth herein.

111. Pursuant to Labor Code section 2802, 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.

112. During the course of employment, Plaintiff and members of the Class were required to use their personal cell phones to oversee scheduling for their shifts at work.

113. Plaintiff and members of the Class were required to wear Starbucks kiosk uniforms but were not reimbursed for the cost of purchasing or cleaning their uniforms.

1 accurate information with respect to each employee including the following: (3) Time records showing
2 when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily
3 hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates
4 of pay....”

5
6 120. Labor Code section 1174 of the California also requires Defendants to maintain and
7 preserve, in a centralized location, among other items, records showing the names and addresses of all
8 employees employed and payroll records showing the hours worked daily by, and the wages paid to, its
9 employees. On information and belief and based thereon, Defendants have knowingly and intentionally
10 failed to comply with Labor Code section 1174, including by implementing the policies and procedures
11 and committing the violations alleged in the preceding causes of action and herein. Defendants’ failure
12 to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

13
14 121. Defendants have failed to record many of the items delineated in applicable Industrial
15 Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by
16 virtue of the fact that each wage statement which failed to accurately compensate Plaintiff and Class
17 Members for all hours worked and for missed and non-provided meal and rest periods, or which failed
18 to include compensation for all minimum wages, overtime, or double time earned, was an inaccurate
19 wage statement.
20

21 122. On information and belief, Defendants failed to implement and preserve a lawful record-
22 keeping method to record all non-provided meal and rest periods owed to employees or all hours worked,
23 as required for Class Members under California Labor Code section 226 and applicable California Wage
24 Orders. In order to determine if they had been paid the correct amount and rate for all hours worked,
25 Plaintiff and Class Members have been, would have been, and are compelled to try to discover the
26 required information missing from their wage statements and to perform complex calculations in light of
27 the inaccuracies and incompleteness of the wage statements Defendants provided to them.
28

1 123. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage
2 Orders, Defendants did not and still do not furnish each of the members of the Wage Statement Class
3 with an accurate itemized statement in writing accurately reflecting all of the required information. Here,
4 Plaintiff asserts the Defendant omitted required information, failed to accurately identify the employing
5 entity and address of said entity, accurately include all applicable hourly rates on the wage statements
6 and the corresponding number of hours worked at such rates or hours paid at such rates. In addition,
7 Defendants have failed to provide accurate itemized wage statements as a consequence of the above-
8 specified violations for failure to accurately pay all wages owed, accurately record all hours worked, and
9 failure to pay meal and rest period premiums as required by law.
10

11 124. Moreover, upon information and belief, as a pattern and practice, in violation of Labor
12 Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain accurate records
13 pertaining to the total hours worked for Defendants by the Class Members, including but not limited to,
14 beginning and ending of each work period, meal period and split shift interval, the total daily hours
15 worked, and the total hours worked per pay period and applicable rates of pay.
16

17 125. Plaintiff and the Class Members have suffered injury as a result of Defendants' failure to
18 maintain accurate records for the Class Members in that they were not timely provided written accurate
19 itemized statements showing all requisite information, such that the members of the Class Members were
20 misled by Defendants as to the correct information regarding various items, including but not limited to
21 total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the
22 pay period and the corresponding number of hours worked at each hourly rate.
23

24 126. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
25 above, Plaintiff and the Class Members are each entitled to recover up to a maximum of \$4,000.00, along
26 with an award of costs and reasonable attorneys' fees.
27

28 ///

FAILURE TO TIMELY PAY WAGES UPON SEPARATION FROM EMPLOYMENT

(Plaintiff and the Class Against All Defendants)

128. Sections 201 and 202 of the California Labor Code require Defendant to pay its employees wages due within 72 hours of termination of employment. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

130. Plaintiff and the Subclass were entitled to compensation for all forms of wages earned, including, but not limited to, minimum wages, overtime, premium compensation for non-provided meal periods and non-provided rest periods, but did not receive such compensation upon termination.

132. As a result of Defendants' willful conduct in not paying all earned wages, Plaintiff and Class members are entitled to 30 days' wages as a premium wage or penalty under Labor Code section 203, as well as attorney's fees and costs.

///

UNFAIR COMPETITION

(By Plaintiff and the Class Against All Defendants)

134. By reason of Defendants' uniform conduct applicable to Plaintiff and other Class members, Defendant committed acts of unfair competition in violation of the California Unfair Competition Law, Business and Professions Code section 17200 et seq. (the "UCL").

- a. Failing to pay minimum wages for all hours worked;
- b. Failing to pay overtime wages;
- c. Failing to provide lawful meal periods and rest periods, and premiums;
- d. Failing to timely pay wages at termination;
- e. Failing to reimburse necessary business expenses;
- f. Failing to timely pay wages during employment.

137. Defendant should be enjoined from this activity and made to disgorge these ill-gotten gains and restore to Plaintiff and the Class members the wrongfully withheld wages, to provide restitution for the withholding and for the delay in receiving the compensation due, pursuant to Business and

1 Professions Code section 17203.

2 138. As a direct and proximate result of Defendants' unfair business practices, Plaintiff and
3 Class members are entitled to restitution of all wages which have been unlawfully withheld as a result of
4 Defendants' business acts and practices described herein.
5

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays judgment against Defendants, jointly and severally, as follows:

8 **Class Certification**

- 9
- 10 1. That this action be certified as a class action;
 - 11 2. That Plaintiff be appointed as the representative of the Class;
 - 12 3. That Plaintiff be appointed as the representative of the Subclasses; and
 - 13 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

14 **On behalf of the Class:**

15 **On the First Cause of Action**

16 **(Failure to pay minimum wages)**

17 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
18 owed, as well as interest thereon;

- 19
- 20 2. Penalties according to statute;
 - 21 3. Liquidated damages;
 - 22 4. Reasonable attorneys' fees, and costs of suit;
 - 23 5. For interest; and
 - 24 6. For such other and further relief as the Court deems proper.

25 **On the Second Cause of Action**

26 **(Failure to pay overtime)**

- 27
- 28 1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest

thereon;

2. Penalties according to statute;
3. Liquidated damages;
4. Reasonable attorneys' fees, and costs of suit;
5. For interest; and
6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay at the regular rate for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay at the regular rate for each day in which a required rest period was not lawfully authorized and permitted; and
2. For straight time wages at the regular rate for rest periods for Commissioned Class Members; and
3. For reasonable attorneys' fees and costs pursuant to statute; and
4. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to Timely Pay Wages Due and Payable During Employment)

1. For unpaid wages;
2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages unlawfully

1 withheld;

- 2 3. For interest;
- 3 4. For reasonable attorneys' fees and costs pursuant to statute; and
- 4 5. For such other and further relief as the Court deems proper.

6 **On the Sixth Cause of Action**

7 (Failure to Reimburse Necessary Expenses)

- 8 1. For unreimbursed sums;
- 9 2. For reasonable attorneys' fees and costs pursuant to statute;
- 10 3. For interest; and
- 11 4. For such other and further relief as the Court deems proper.

12 **On the Seventh Cause of Action**

13 (Failure to Provide Accurate Itemized Wage Statements)

- 14 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 15 2. For reasonable attorneys' fees and costs; and

16 For such other and further relief as the Court deems proper;

17 **On the Eighth Cause of Action**

18 (Failure to Timely Pay Wages at Termination)

- 19 1. For all earned and unpaid sums pursuant to Labor Code 201 to 202;
- 20 2. Waiting time penalties for up to 30 days pursuant to Labor Code section 203
- 21 3. For reasonable attorneys' fees and costs pursuant to statute;
- 22 4. For interest; and
- 23 5. For such other and further relief as the Court deems proper.

24 ///

25 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

On the Ninth Cause of Action

(Violation of the Unfair Competition Law)

1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of sums to Plaintiff and the Class Members for the Defendants' past failure to pay minimum wages, overtime and regular wages, and for Defendants' past failure to reimburse necessary expenses over the last four (4) years in an amount according to proof;

2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197, 1197.5, 1198;

3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due from the day that such amounts were due;

4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to recover under the Labor Code; and

5. For such other and further relief as the Court deems proper.

Dated: March 23, 2026

Respectfully submitted,

EMPLAW, LLP

By: 

Christina M. Lucio, Esq.

Mitchell J. Murray, Esq.

Nicholas W. Schieffelin, Esq.

Attorneys for Plaintiff NANCY ROSALES,
individually, and on behalf of herself and all others
similarly situated