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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOHN FUENTES and JASON SADIK,)
on behalf of all similarly situated)
persons and aggrieved employees,)
Plaintiffs,)

vs.)

SO-CAL DOMINOIDS, INC., a)
Delaware corporation; and DOES 1-50,)
Defendants.)

CASE NO.: 24CU019632C

CLASS ACTION COMPLAINT

1. Minimum/Overtime Violations
2. Meal Break Violations
3. Rest Break Violations
4. Improper Wage Statements
5. Unlawful Deductions
6. Failure to Reimburse Expenses
7. Wages Not Paid Upon Separation
8. Failure to Pay Sick Leave
9. Failure to Pay Reporting Time Pay
10. Violations of California Business and Professions Code Sections 17200, et seq.
11. Violation of Labor Code § 2698 et seq.

DEMAND FOR JURY TRIAL

1 Plaintiffs JOHN FUENTES (“FUENTES”) and JASON SADIK (“SADIK”), collectively
2 (“Plaintiffs”), by and through their attorneys, charge and allege as follows:

3 1. The allegations in this Complaint, stated on information and belief, have evidentiary
4 support or are likely to have evidentiary support after a reasonable opportunity for further
5 investigation and discovery.

6 **NATURE OF THE ACTION**

7 2. This putative class action is brought by Plaintiffs against Defendant SO-CAL
8 DOMINOIDS, INC. and Defendant DOES 1 through 50 (collectively, “DOMINOIDS” or
9 “Defendants”), inclusive based on the defendants’ wrongful actions and include the following causes
10 of action: (1) Failure to Pay Minimum Wage and Overtime, (2) Improper Meal Periods; (3) Improper
11 Rest Breaks; (4) Improper Wage Statements; (5) Unlawful Deductions; (6) Failure to Reimburse
12 Expenses, (7) Wages Not Paid Upon Separation, (8) Failure to Pay Sick Leave, (9) Failure to Pay
13 Reporting Time Pay, (10) Unlawful Business Practices, and (11) Violation of Labor Code § 2698 *et*
14 *seq.*

15 3. Plaintiffs petition this Court to allow them to represent and prosecute claims against
16 Defendant in this class action.

17 **THE PARTIES**

18 4. At all material times, Plaintiff FUENTES was a resident of the County of San Diego
19 in the State of California. Plaintiff FUENTES was employed by Defendants as a non-exempt
20 employee from 2009 to December 2023.

21 5. At all material times, Plaintiff SADIK was a resident of the County of San Diego in
22 the State of California. Plaintiff SADIK was employed by Defendants as a non-exempt employee
23 from February 2022 to December 2023.

24 6. At all material times, Defendant SO-CAL DOMINOIDS, INC., a California
25 corporation employed Plaintiffs. DOMINOIDS has restaurant locations within the County of San
26 Diego and Los Angeles within the State of California.

27 7. At all material times, Defendant DOMINOIDS conducted business within the County
28 of San Diego and Los Angeles in the State of California. All acts described herein occurred at

1 DOMINOIDS restaurants in the County of San Diego.

2 8. The true names and capacities, whether individual, corporate, partnership, associate
3 or otherwise of Defendant DOES 1-50, inclusive, are unknown to Plaintiffs who therefore sue these
4 defendants by such fictitious names pursuant to California Code of Civil Procedure § 474. Plaintiffs
5 will either seek leave to amend this Complaint or file a DOE statement to allege the true names and
6 capacities of DOES 1-50, inclusive, when the same are ascertained.

7 9. Plaintiffs are informed and believe, and thereon allege, that Defendants are
8 responsible in some manner for one or more of the events and happenings that proximately caused
9 the injuries and damages hereinafter alleged.

10 10. Plaintiffs are informed and believe, and thereon allege, that Defendants knowingly
11 and willfully acted in concert, conspired together and agreed among themselves to enter into a
12 combination and systemized campaign of activity to cause the injuries and damages hereinafter
13 alleged, and to otherwise consciously and/or recklessly act in derogation of Plaintiffs' rights, and
14 the trust reposed by Plaintiffs and each of said Defendants, said acts being negligently and/or
15 intentionally inflicted. Said conspiracy, and Defendants' concerted actions, were such that, to
16 Plaintiffs' information and belief, and to all appearances, Defendants represented a unified body so
17 that the actions of one defendant was accomplished in concert with, and with knowledge, ratification,
18 authorization and approval of each and every other defendant.

19 11. Plaintiffs are informed and believe, and thereon allege, that each and every defendant
20 named in this complaint, including DOES 1 through 50, inclusive, is, and at all times mentioned
21 herein was, the agent, servant, alter ego, and/or employee of each of the other defendants and that
22 each defendant was acting within the course of scope of his, her or its authority as the agent, servant
23 and/or employee of each of the other defendants. Consequently, each and every defendant is jointly
24 and severally liable to Plaintiffs for the damages sustained as a proximate result of their conduct.

25 **JURISDICTION AND VENUE**

26 12. This Court has jurisdiction over this action pursuant to the California Constitution,
27 Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except
28 those given by statute to other courts." There are no other statutes assigning jurisdiction of Plaintiffs'

1 claims to another court.

2 13. This Court has jurisdiction over all defendants because each defendant is a citizen of
3 California, has sufficient minimum contacts in California, and otherwise intentionally avails itself
4 of the California market so as to render this Court's jurisdiction over it consistent with traditional
5 notions of fair play and substantial justice.

6 14. Venue as to each defendant is proper in this judicial district pursuant to Code of Civil
7 Procedure sections 395(a) and 395.5, because the acts herein complained of occurred in the County
8 of San Diego, and Plaintiffs' resulting injuries were sustained there. Defendants own or maintain
9 offices in the County of San Diego, transact business there, have an agent or agents within the County
10 of San Diego, and are otherwise found within the County of San Diego.

11 **PRIVATE ATTORNEYS GENERAL ALLEGATIONS**

12 15. In addition, to asserting class claims, Plaintiffs assert claims on behalf of all other
13 Class Members, pursuant to Business and Professions Code section 17200, et seq.

14 16. The purpose of such claims is to require the defendant(s) to disgorge and restore all
15 monies wrongfully obtained by the defendant(s) through their unlawful, unfair and deceptive
16 business practices, which emanated in California, as alleged herein. A private attorneys general
17 action is necessary and appropriate because the defendant(s) have engaged in wrongful acts
18 described herein as a general business practice.

19 **FACTUAL ALLEGATIONS**

20 17. Plaintiffs and Class Members were employed by Defendants in non-exempt, non-
21 managerial positions and similar and incidental positions related to Defendants' business.

22 18. At all times set forth herein, Defendants employed Plaintiffs and non-exempt
23 employees (hereinafter referred to as "non-exempt employees" or "Class Members").

24 19. On information and belief, Plaintiffs are informed and believe, and thereon allege,
25 that Defendants are and were advised by skilled lawyers and other professionals, employees, and
26 advisors with knowledge of the requirements of California's wage and employment laws.
27 Defendants had the authority to hire and terminate Plaintiffs and the other Class Members; to set
28 work rules and conditions governing Plaintiffs and the other Class Members' employment; and to

1 supervise their daily employment activities.

2 20. During the relevant time frame, Defendants compensated Plaintiffs and Class
3 Members based upon an hourly basis. Defendants designated Plaintiffs and other persons working
4 in similar positions with non-exempt status.

5 21. During the relevant time frame, Plaintiffs and Class Members worked well over eight
6 (8) hours in a day or forty (40) hours in a workweek and were frequently compelled to work off the
7 clock. Plaintiffs and Class Members worked off the clock hours without receiving compensation
8 from Defendants. Defendants required Plaintiffs and Class Members to work but did not pay
9 Plaintiffs and Class Members for all hours worked on any given day or in any given workweek,
10 because they worked off the clock.

11 22. Defendants' failure to conform with California wage and hour laws to pay Plaintiffs
12 and Class Members violated the provisions of California Labor Code sections 510 and 1194, as well
13 as IWC wage order 7, 4-2001, Labor Code 221-224, et seq., which serves a predicate violation of
14 California Business and Professions Code section 17200, et seq.

15 23. Upon information and belief, during the relevant time frame, Defendants maintained
16 and enforced an aggressive set of demands for these non-exempt employees with respect to the goals
17 for its non-exempt employees. Defendants required Plaintiffs and Class Members to interrupt or
18 shorten their lawful meal periods of thirty (30) uninterrupted minutes. Plaintiffs and Class Members
19 were forced to work in excess of five (5) hours per day on a regular basis without being provided a
20 daily thirty (30) minute restrictive-free meal period or without being compensated. During all
21 relevant periods, Defendants illegally and unlawfully required Plaintiffs and Class Members to work
22 through meal periods. Wage orders required that Plaintiffs and Class Members be compensated for
23 the meal periods for which Defendants required Plaintiffs and Class Members to work. Defendants
24 failed to compensate Plaintiffs and Class Members for these meal periods worked on any given day
25 or during any given workweek.

26 24. Upon information and belief, during the relevant time frame, Plaintiffs and Class
27 Members did not receive meal periods; in addition, Defendants' maintained a practice of
28 understaffing store locations, and Defendants' work demands and pressure from Defendants'

1 management, with specific knowledge and/or at the instruction of Defendants, as a result of an
2 implemented policy, regularly required Plaintiffs and Class Members to return to work before
3 completing (constitutes a missed meal period) an uninterrupted meal period of thirty (30) minutes
4 or work through a meal period.

5 25. Upon information and belief, during the relevant time frame, Plaintiffs and Class
6 Members often worked shifts in excess of ten (10) hours, yet Class Members were never provided
7 a second, uninterrupted meal period of thirty (30) minutes for those shifts.

8 26. Despite the above-mentioned meal period violations, Defendants never compensated
9 Plaintiffs and never compensated Class Members an additional hour of pay at their regular rate as
10 required by California law when meal periods were not provided.

11 27. During the relevant time frame, Defendants maintained and enforced a schedule and
12 policies that due to business demands that often-required Plaintiffs and Class Members to shorten
13 (constitutes a missed rest break) or forego their lawful rest periods of ten (10) minutes for every four
14 (4) hours worked or major fraction thereof for Class Members. Defendants maintained a practice of
15 understaffing store locations. During all relevant periods, Defendants illegally and unlawfully
16 required Plaintiffs and Class Members to work through rest periods. Wage orders required that
17 Plaintiffs and the Class Members be compensated for the rest periods for which Defendants required
18 Plaintiffs and the Class Members to work. Defendants failed to compensate Plaintiffs and Class
19 Members for these rest periods worked on any given day or in any given workweek.

20 28. Despite the above-mentioned rest period violations, Defendants never compensated
21 Plaintiffs, and on information and belief, never compensated Class Members one additional hour of
22 pay at their regular rate as required by California law for each day on which rest periods were not
23 authorized or permitted.

24 29. Defendants engaged in a series of activities that served to unlawfully deduct wages
25 from Plaintiffs and Class Members. Defendants created a system whereby Plaintiffs and Class
26 Members would be deducted wages based on a formula derived by Defendants that resulted in hourly
27 and overtime wages being deducted from Plaintiffs and Class Members' wages. As a result of the
28 unlawful wage deduction, Plaintiffs and Class Members are entitled to wages, restitution,

1 disgorgement, and waiting time penalties.

2 30. Defendants failed to pay when due and on time, Plaintiffs and Class Members the
3 legal wages they earned or that were due including minimum and overtime wages, reporting time
4 pay and sick leave pay, failed to provide all authorized meal and rest periods owed to Plaintiffs and
5 Class Members, and failed to pay one (1) hour wages in lieu of Defendants' failure to provide a meal
6 and rest period, including at such time when employee quit or was discharged. More specifically,
7 as a result of Defendants' failure to account for overtime worked by Class Members off the clock,
8 unlawfully deducting wages from Class Members, premium payments due for missed meal and rest
9 breaks, and failure to pay sick leave pay and reporting time pay, in producing wage statements,
10 therefore, those wage statements issued to Plaintiffs and all similarly situated Class Members are
11 deemed inaccurate and false. Defendants have made it difficult to account with precision for the
12 unlawfully withheld wages owed to Plaintiffs and Class Members without an examination of all
13 records during the liability period and failed to implement and on information and belief failed to
14 preserve a lawful record-keeping method to record all non-provided meal and rest breaks owed to
15 employees, as required for non-exempt employees by California Labor Code section 226 and
16 applicable California Wage Orders.

17 31. Plaintiffs are informed and believe, and thereon allege, that Defendants know, should
18 know, knew, and/or should have known that Plaintiffs and Class Members were entitled to receive
19 accurate wages for regular and overtime work, should not have received unlawful deductions from
20 their wages, and were entitled to premium wages under Labor Code §226.7(b), but were not
21 receiving accurately calculated compensation.

22 32. Plaintiffs and Class Members incurred expenses while discharging their duties for
23 Defendants, including but not limited to use of their cell phones, expenses for maintaining their work
24 uniforms, and for use of personal vehicles. At all material times set forth herein, Defendants failed
25 to reimburse and indemnify Plaintiffs and Class Members for all necessary expenditures and losses
26 incurred by them, while performing work for Defendant. At all material times set forth herein,
27 Defendants failed to properly reimburse Plaintiffs and the other Class Members pursuant to
28 California law in order to increase Defendants' profits.

1 33. Plaintiffs and Class Members are required to report to work for 8-hour shifts. Upon
2 reporting for work, Plaintiffs and Class Members, are informed there is no work available. In those
3 instances, Plaintiffs and Class Members, are neither provided with work nor paid reporting time pay
4 as required by law.

5 34. Defendants do not and did not compensate Plaintiffs and Class Members for reporting
6 time (i.e., time when Plaintiffs and Class Members were scheduled to report to work, reported to
7 work, were not put to work and were furnished with less than half of their usual and/or scheduled
8 day's work).

9 35. Under Cal. Lab. Code Section 1198, "the employment of an employee ... under
10 conditions of labor prohibited by the [wage] order is unlawful." Plaintiffs and Class Members are
11 entitled to penalties under Cal. Lab. Code Section 2699(f) based on Defendants' violation of the
12 applicable Wage Order, Section 5 and Cal. Lab. Code Section 1198.

13 36. Defendants failed to pay Plaintiffs and Class Members the legal reporting time wages
14 due.

15 37. Defendants have made it difficult to account for the unlawfully withheld reporting
16 time wages owed to Plaintiffs and Class Members without an examination of all records during the
17 liability period and failed to implement and preserve a lawful record-keeping method as required for
18 non-exempt employees per California Labor Code section 226 and the applicable California Wage
19 Order.

20 38. Defendants failed to provide paid sick leave to Plaintiffs and Class Members as set
21 forth in Labor Code 246(a). Also, Defendants failed to pay sick leave at the sick leave rate of pay
22 owed to Plaintiffs and Class Members by failing to base the accrued sick leave hours on the correct
23 number of hours worked (as a result of the rounding/automatic deduction policies and practices for
24 meal periods and/or shift start and end times/other required off-the-clock work including but not
25 limited to work completed during unpaid meal periods and by failing to incorporate multiple rates
26 of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary
27 bonuses, shift differential pay, commission and/or piece-rate compensation and/or other non-
28 discretionary compensation into the sick leave pay rate calculation.

39. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew that they had a duty to accurately compensate Plaintiffs and Class Members for all hours worked, including minimum and overtime wages, meal and rest period premiums, to provide sick leave pay and reporting time pay, not illegally deduct wages, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

40. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Business and Professions Code section 17200, et seq. (predicate statutes, including Cal. Labor Code) and California Labor Code.

CLASS ACTION ALLEGATIONS

41. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification.

42. All claims alleged herein for the California Class arise under California law for which Plaintiffs seeks relief authorized by California law.

43. Plaintiffs propose the following Class be created:

a) All individuals employed by Defendants as non-exempt employees in the State of California, at any time within four years prior to the filing of this lawsuit until the present date.

(“non-exempt class”)

(hereinafter referred to herein as “Class Members” or the “Class”)

44. Excluded from the Class are the Defendants in this action, any entity in which the Defendants have a controlling interest, any officers, directors, and shareholders of the Defendants, and any legal representatives, heirs, successors, and assigns of the Defendants.

45. There is a well-defined community of interest in this litigation and the Class is easily ascertainable:

a. Numerosity: The members of the Class are so numerous that joinder of all members would be unfeasible and impractical. The membership of the Class is unknown to Plaintiffs at this time. However, the Class is estimated to be greater than fifty (50) individuals and the identity of such

membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs are qualified to and will fairly and adequately protect the interests of each Class Member with whom they have a well-defined community of interest, and Plaintiffs' claims (or defenses, if any), are typical of all Class Members as demonstrated herein.

c. Adequacy: Plaintiffs are qualified to, and will fairly and adequately protect the interests of each Class Member with whom they have a well-defined community of interest and typicality of claims, as alleged herein. Plaintiffs acknowledge that they have an obligation to the Court to make known any relationship, conflict, or differences with any Class Member. Plaintiffs' attorneys and proposed Class counsel are well-versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and, throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

d. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. Class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

46. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members, including but not limited to:

e. Whether Defendants failed to pay Plaintiffs and Class Members minimum wage and overtime;

- 1 f. Whether Defendants' failure to pay wages, without abatement or
2 reduction, in accordance with the California Labor Code, was willful;
3 g. Whether Defendants complied with wage reporting as required by the
4 California Labor Code; including but not limited to Section 226;
5 h. Whether Plaintiffs and Class Members were properly reimbursed
6 expenses;
7 i. Whether Defendants had a policy or practice of not providing meal
8 periods or compensation to its non-exempt employees for missed meal
9 periods;
10 j. Whether Defendants had a policy or practice of not providing rest periods
11 or compensation to its non-exempt employees for missed rest periods;
12 k. Whether Defendants draw policy violated California law;
13 l. Whether Defendants illegally deducted wages;
14 m. Whether Defendants paid the required sick leave pay;
15 n. Whether Defendants paid the required reporting time pay;
16 o. Whether Plaintiffs and Class Members were paid all wages upon
17 separation;
18 p. Whether Defendants engaged in unlawful or unfair business practices in
19 violation of Business and Professions Code section 17200, et seq. by
20 failing to pay non-exempt employees overtime, failing to provide meal
21 and rest break, reimbursement, deduction, or compensation in lieu
22 thereof;
23 q. The appropriate amount of damages, restitution, or monetary penalties
24 resulting from Defendants' violations of California law; and
25 r. Rights, privileges, and benefits applied to non-married employees.

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FIRST CAUSE OF ACTION
Violation of Labor Code sections 510, 1194, 1197, 11971.1, 1198, & Industrial Welfare
Commission Wage Order 4-2001, §3(A) – Minimum Wage and Unpaid Overtime
(Plaintiffs individually, and on behalf of all similarly situated employees, against all Defendants)

47. Plaintiffs incorporate by reference and re-allege as if fully stated herein, the material allegations set forth in the preceding paragraphs.

48. At all times herein set forth, California Labor Code section 218 authorizes employees to sue directly for any wages or penalties due to them under this article of the California Labor Code.

49. At all times herein set forth, California Labor Code section 1198 provides that it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission (hereinafter “IWC”).

50. At all times herein set forth, IWC Wage Order section 4-2001(3)(A), which is applicable to Plaintiffs and Class Members employment by Defendants, has provided that employees working for more than eight (8) hours in one (1) day, and/or more than forty (40) hours in one (1) workweek, are entitled to payment at the rate of one-and-one-half (1 ½) his or her regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day or more than forty (40) hours in one (1) work week. An employee who works more than twelve (12) hours in one (1) day is entitled to overtime compensation at a rate of twice his or her regular rate of pay. During this liability period, Plaintiffs and other similarly situated employees received commissions as well as an hourly rate.

51. Plaintiffs and all similarly situated persons worked in excess of forty (40) hours per workweek for each workweek while employed by Defendants throughout the course of employment with Defendants, subject to any workweeks wherein Plaintiffs and Class Members missed workdays as a result of sick days, personal emergencies, or anything else that would otherwise interfere with workweek schedules. Defendants required Plaintiffs and the Class to work but did not pay Plaintiffs and the Class for all hours worked in any of the given workweeks herein mentioned. Defendants failed to compensate Plaintiffs and Class Members for work performed in excess of eight (8) hours a day or forty (40) hours per workweek while employed by Defendants, which occurred throughout Plaintiffs and all similarly situated persons course of employment with Defendants.

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1 52. California Labor Code section 510 codifies the right to overtime compensation at
2 one-and-one-half (1 ½) the regular hourly rate for hours worked in excess of eight (8) hours in one
3 (1) day or forty (40) hours in one (1) week or for the first eight (8) hours worked on the seventh day
4 of work, and at twice the regular hourly rate for hours worked in excess of twelve (12) hours in one
5 (1) day or in excess of eight (8) hours on the seventh day of work.

6 53. California Labor Code sections 1194, 1197, and 1197.1 provide that minimum wage
7 must be paid to employees in the state of California and the any lesser wage is a violation.

8 54. Defendants failed to pay Plaintiffs and Class Members minimum wage at the rates
9 required by the state of California.

10 55. Defendants' failure to pay Plaintiffs and Class Members the minimum wage required
11 violates California Labor Code sections 1194, 1197, and 1197.1. Defendants failed to track all hours
12 worked including hours worked by Plaintiffs and Class Members. Plaintiffs and Class Members are
13 entitled to recover the balance of any minimum wage compensation.

14 56. During the relevant time period, more specifically, three years dating back from the
15 filing of the original Complaint, Plaintiffs and Class Members worked in excess of eight (8) hours
16 in one (1) work day and forty (40) hours in one (1) work week. During the relevant time period,
17 more specifically, dating back three years from the filing of this Complaint, Plaintiffs and Class
18 Members frequently worked in excess of ten (10) hours.

19 57. On information and belief, Class Members worked off the clock without being
20 properly compensated for overtime hours worked.

21 58. Defendants' failure to pay Plaintiffs and Class Members the unpaid balance of
22 premium overtime compensation, as required by California state law, violates the provisions of
23 Labor Code section 510 and is therefore unlawful.

24 59. Defendants' failure to pay Plaintiffs and similarly situated Class Members the unpaid
25 balance of premium overtime compensation, as required by California state law, violates the
26 provisions of Labor Code section 510 and 1198 and is therefore unlawful.

27 60. Pursuant to Labor Code section 1194, Plaintiffs and Class Members are entitled to
28 recover unpaid overtime compensation, as well as interest, costs, and attorney's fees.

1 61. Pursuant to Labor Code section 558, Plaintiffs and Class Members are entitled to fifty
2 dollars (\$50.00) for each pay period for which the employee was underpaid.

3 62. This is in addition to an amount sufficient to recover underpaid wages and for each
4 subsequent violation, one hundred dollars (\$100.00) for each pay period for which the employee was
5 underpaid in addition to an amount sufficient to recover underpaid wages.

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7 **SECOND CAUSE OF ACTION**
8 **Violation of Labor Code sections 226.7, 512(a), and Industrial Welfare Commission Wage**
9 **Order 4-2001, § 11 – Improper Meal Periods**
 (Plaintiffs individually, and on behalf of all similarly situated employees, against all Defendants)

10 63. Plaintiffs incorporate by reference and re-allege, as if fully stated herein, the material
11 allegations set forth in the preceding paragraphs.

12 64. At all times herein, Labor Code section 218 authorizes employees to sue directly for
13 any wages or penalty due to them under this article of the California Labor Code.

14 65. At all times herein, Labor Code section 226.7(a) provides that no employer shall
15 require an employee to work during any meal period mandated by an applicable order of the IWC.

16 66. At all times herein, Labor Code section 512(a) provides that an employer may not
17 employ an employee for a work period of more than five (5) hours per day without providing the
18 employee with a meal period of not less than thirty (30) minutes, except that if the total work period
19 per day of the employee is not more than six (6) hours, the meal period may be waived by mutual
20 consent of both the employer and the employee.

21 67. The language of IWC Order No. 4-2001 § 11(B) relating to meal periods tracks the
22 language of the California Labor Code.

23 68. During the relevant time period, Plaintiffs and Class Members, who were scheduled
24 to work in excess of five (5) hours, but not longer than six (6) hours, and who did not waive their
25 legally-mandated meal periods by mutual consent, were required to work in excess of five (5) hours
26 without receiving a meal period of not less than thirty (30) minutes or an additional hour of pay at
27 the regular rate of compensation. Defendants failed to compensate Plaintiffs and Class Members for
28 missed meal periods at the regular rate of compensation.

1 69. During the relevant time period, Plaintiffs and Class Members, who were scheduled
2 to work for a period of time in excess of six (6) hours, were required to work in excess of five (5)
3 hours, without receiving a meal period of not less than thirty (30) minutes or an additional hour of
4 pay at the regular rate of compensation. An employer may not employ an employee for a work
5 period of more than ten (10) hours per day without providing the employee with a second meal
6 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
7 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
8 the employee only if the first meal period was not waived. Plaintiffs or Class Members did not sign
9 a meal period waiver for either the first meal period or second meal period.

10 70. Upon information and belief, during the relevant time frame, Defendants maintained
11 and enforced an aggressive set of demands for these non-exempt employees with respect to the goals
12 for its non-exempt employees, thereby requiring Plaintiffs and Class Members to interrupt or shorten
13 their lawful meal periods of thirty (30) uninterrupted minutes while being relieved of all duty.
14 Plaintiffs and Class Members were forced to work in excess of five (5) hours per day on a regular
15 basis without being provided a daily thirty (30) minute restrictive-free meal period or an additional
16 hour of pay at the regular rate of compensation.

17 71. Upon information and belief, during the relevant time frame, Plaintiffs and Class
18 Members did not receive meal periods; in addition, Defendants' maintained a practice of
19 understaffing store locations, and Defendants' work demands and pressure from Defendants'
20 management, with specific knowledge and/or at the instruction of Defendants, as a result of an
21 implemented policy, regularly required Plaintiffs and Class Members to work more than five (5)
22 hours without a daily thirty (30) minute restrictive-free meal period or an additional hour of pay at
23 the regular rate of compensation, return to work before completing (constitutes a missed meal
24 period) an uninterrupted meal period of thirty (30) minutes. Upon information and belief, during the
25 relevant time frame, Plaintiffs and Class Members often worked shifts in excess of ten (10) hours,
26 yet were never provided a second, uninterrupted meal period of thirty (30) minutes for those shifts.
27 Defendants failed to compensate Plaintiffs and Class Members for these meal periods worked on
28 any given day or during any given workweek.

1 72. Pursuant to Labor Code section 226.7(b) and Industrial Welfare Commission Wage
2 Order 4-2001, section 11(B), Plaintiffs and Class Members are entitled to recover from Defendants
3 one (1) additional hour of pay at the employee's regular rate of compensation for each workday that
4 a meal period was not provided, for a three-year statutory period dating back from the date of the
5 commencement of this action.

6
7 **THIRD CAUSE OF ACTION**
8 **Violation of Labor Code section 226.7(a) and Industrial Welfare Commission Wage Order**
9 **4-2001, § 12 – Improper Rest Periods**
 (Plaintiffs individually, and on behalf of all similarly situated employees, against all Defendants)

10 73. Plaintiffs incorporate by reference and re-allege, as if fully stated herein, the material
11 allegations set forth in the preceding paragraphs.

12 74. At all times herein, Labor Code section 218 authorizes employees to sue directly for
13 any wages or penalty due to them under this article of the California Labor Code. Labor Code
14 section 226.7(a) provides that no employer shall require an employee to work during any rest period
15 mandated by an applicable order of the IWC.

16 75. IWC Order No. 4-2001 § 12, which covers rest periods, provides “[e]very employer
17 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
18 the middle of each work period. The authorized rest period time shall be based on the total hours
19 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
20 However, a rest period need not be authorized for employees whose total daily work time is less than
21 three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for
22 which there shall be no deduction from wages.”

23 76. Plaintiffs allege that Defendants did not provide Plaintiffs and Class Members proper
24 uninterrupted rest periods that they were legally entitled to. Upon information and belief, during the
25 relevant time frame, Defendants maintained and enforced a schedule and policies that due to business
26 demands often required Plaintiffs and Class Members to shorten (constitutes a missed rest break) or
27 forego their lawful rest periods of ten (10) minutes for every four (4) hours worked or major fraction
28 thereof. Defendants instituted a company-wide policy that demanded Plaintiffs and Class Members

1 to not take and/or work through their rest periods. Defendants maintained a practice of understaffing
2 store locations. Defendants illegally and unlawfully required Plaintiffs and members of the Class to
3 work through rest periods. Wage orders required that Plaintiffs and the Class Members be
4 compensated for the rest periods for which Defendants required Plaintiffs and Class Members to
5 work. Defendants did not provide Plaintiffs and Class Members with a rest break(s) during each
6 workweek throughout the course of employment with Defendants. Defendants failed to compensate
7 Plaintiffs and Class Members for these rest periods worked on any given day or in any given
8 workweek at the regular rate of compensation.

9 77. “[A]ll hours must be paid at the statutory or agreed rate and no part of this rate may
10 be used as a credit against a minimum wage obligation.” (*Armenta v. Osmose, Inc.* (2005) 135
11 Cal.App.4th 314, 324.) “Under the California minimum wage law, employees must be compensated
12 for each hour worked at either the legal minimum wage or the contractual hourly rate, and
13 *compliance cannot be determined by averaging hourly compensation.*” (*Bluford v. Safeway Stores,*
14 *Inc.* (2013) 216 Cal.App.4th 864, 872 (emphasis added); *see also Sheppard v. North Orange County*
15 *Regional Occupational Program* (2010) 191 Cal.App.4th 289, 297 n.5 (“Compliance with the
16 minimum wage law is determined by analyzing the compensation paid for each hour worked;
17 *averaging hourly compensation is not permitted under California law.*”) (emphasis added).) “[A]ny
18 employee receiving less than the legal minimum wage ... is entitled to recover in a civil action the
19 unpaid balance of the full amount of this minimum wage” (*Cal. Lab. Code* § 1194(a).) “[A]ll
20 hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit
21 against a minimum wage obligation.” (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)
22 “An employer is required to authorize and permit the amount of rest break time called for under the
23 wage order for its industry.” (*Brinker*, 53 Cal.4th at 1033; *see also Faulkinbury v. Boyd &*
24 *Associates, Inc.* (2013) 216 Cal.App.4th 220, 236 (“An employer has a duty to authorize and permit
25 rest breaks.”).) “No employer shall require any employee to work during any ... rest period mandated
26 by an applicable order of the Industrial Welfare Commission.” (*Cal. Labor Code* § 226.7(a).)
27 “Under Industrial Welfare Commission wage orders, employers are required to ‘authorize and
28 permit all employees to take rest periods’ at the rate of at least 10 minutes for every four hours

1 worked.” (*Bluford*, 216 Cal.App.4th at 871 (*quoting* 8 C.C.R. § 11070, § 12); *see also* *Murphy v.*
2 *Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1104 (Employees are entitled to “a paid 10–
3 minute rest period per four hours of work.”).) “The wage order’s requirement not to deduct wages
4 for rest periods presumes [employees] are paid for their rest periods.” (*Bluford*, 216 Cal.App.4th at
5 871.) “Rest periods are considered hours worked and must be compensated.” (*Id.* At 872.). Also
6 *see, Vaquero v. Stoneledge Furniture LLC* (2017) 9 Cal.App.5th 98; also *see*, LC 226.7. Defendants’
7 compensation plan for Plaintiffs and Class Members pays zero wages for time spent on off duty rest
8 breaks. Pursuant to Labor Code section 226.7(b) and Code of Civil Procedure section 338, Plaintiffs
9 and the Class Members are entitled to recover from Defendants one (1) additional hour of pay at the
10 employee’s ‘regular rate’ of compensation for each rest period (a) that was not authorized and
11 permitted, and/or (b) that was not paid time for a three-year statutory period dating back from the
12 date of the commencement of this action.

13 78. Plaintiffs and Class Members on information and belief and based thereon, allege that
14 Plaintiffs and Class Members, were systematically not permitted and/or authorized and/or paid to
15 take one (1) ten (10) minute rest period (off duty for ten consecutive minutes) for every four (4)
16 hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order
17 4-2001, section.

18 79. Plaintiffs and Class Members were under production demands that prevented them
19 from taking rest breaks. Also, Defendants maintained a practice of understaffing store locations.
20 Defendants do not have a system that records rest breaks. Plaintiffs and the Class Members were not
21 compensated for rest breaks. Defendants willfully violated the provisions of Labor Code sections
22 226.7, 512 and IWC Wage Order No. 4-2001.

23 80. Defendants’ conduct, as alleged herein, violates Labor Code section 226.7(a), which
24 authorizes that no employer shall require any employee to work during any meal or rest period
25 mandated by an applicable order of the IWC.

26 81. Pursuant to Labor Code section 226.7(b) and Code of Civil Procedure section 338,
27 Plaintiffs and the other Class Members are entitled to recover from Defendants one (1) additional
28 hour of pay at the employee’s regular rate of compensation for each work day that a rest period was

1 not provided, for a three-year statutory period dating back from the date of the commencement of
2 this action. Plaintiffs allege on information and belief, that Plaintiffs and Class Members were
3 systematically not permitted or authorized to take one (1) ten (10) minute rest period for every four
4 (4) hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage
5 order 4-2001, section 12. On shifts where Plaintiffs and Class Members worked in excess of three
6 and half hours (3.5), they were routinely not permitted and authorized to take lawful rest periods.

7 82. Plaintiffs allege and on information and belief, that Plaintiffs and Class Members
8 were not compensated with one (1) hour of wages for every day in which a rest period was missed
9 or untimely as a result of Defendants' policies, practices, or work demands. By failing to authorize
10 and permit a ten-minute (10) rest period for every four (4) hours or major fraction thereof worked
11 per day by its non-exempt employees, and by failing to provide compensation for such non-provided
12 or shortened rest periods, as alleged above, Defendants willfully violated the provisions of Labor
13 Code sections 226.7, 512 and IWC Wage Order No. 4-2001.

14 **FOURTH CAUSE OF ACTION**

15 **Violation of Labor Code section 226(a) – Improper Wage Statements**

16 *(Plaintiffs individually, and on behalf of all similarly situated employees, against all Defendants)*

17 83. Plaintiffs incorporate by reference and re-allege, as if fully stated herein, the material
18 allegations set forth in the preceding paragraphs.

19 84. Labor Code section 226(a) mandates that employers provide their employees, along
20 with the employees' paychecks, "an accurate itemized statement in writing showing (1) gross wages
21 earned, (2) total hours worked by the employee, except for any employee whose compensation is
22 solely based on a salary and who is exempt from payment of overtime under subdivision (a) of
23 Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-
24 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided that all deductions made on written orders of the employee may be aggregated
26 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
27 employee is paid, (7) the name of the employee and his or her social security number, except that by
28 January 1, 2008, only the last four digits of his or her social security number or an employee

1 identification number other than a social security number may be shown on the itemized statement,
2 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates
3 in effect during the pay period and the corresponding number of hours worked at each hourly rate
4 by the employee.”

5 85. Plaintiffs, on information and belief and based thereon, allege that Plaintiffs and Class
6 Members were intentionally not provided accurate wage statements, pursuant to Labor Code section
7 226(a) by Defendants, because Defendants failed to include the number of hours and had the intent
8 to avoid paying Plaintiffs and Class Members the correct wages that Plaintiffs and Class Members
9 were legally entitled to in order for Defendants to generate greater profits at the expenses of Plaintiffs
10 and Class Members.

11 86. Defendants also violated California Labor Code section 226, which requires wage
12 statements to list “all applicable hourly rates in effect during the pay period and the corresponding
13 number of hours worked at each hourly rate by the employee.” Defendants have knowingly and
14 intentionally failed to comply with Labor Code § 226(a) on wage statements which should have been
15 properly provided to Plaintiffs and Class Members, and such violations flow from Defendants’
16 improper policies and practices, their implementation and enforcement by Defendants, and the
17 violations alleged in the preceding causes of action and herein. More specifically, the number of
18 hours worked off the clock, unlawful wage deductions, premium wage payments for missed meal
19 and rest breaks, and the proper sick leave pay and reporting time pay should have been itemized on
20 the wage statements issued by Defendants to Plaintiffs and all similarly situated employees and
21 constitutes a violation of California Labor Code section 226. Defendants’ intentional conduct by
22 failing to provide Plaintiffs and all similarly situated employees with accurate wage statements has
23 caused Plaintiffs and all similarly situated employees to suffer injury in fact by depriving them of
24 their wage records. In order to determine if they had been paid the correct amount and rate for all
25 hours worked, Plaintiffs and Class Members have been, would have been, and are compelled to
26 discover for accuracy, the required information missing from their wage statements and to perform
27 calculations in light of the inaccuracies and incompleteness of the wage statements Defendants
28 provided to them. Given the violations addressed above and the resulting inaccuracies in the wage

1 statements provided by Defendants to Plaintiffs and Class Members, Defendants have made it very
2 difficult, to determine from the wage statements themselves such important items of information as
3 the appropriate pay rate to apply to their hours worked. Defendants' Labor Code section 226
4 violations further injured Plaintiffs and Class Members by rendering them unaware of the full
5 compensation to which there were entitled under applicable provisions of the California Labor Code
6 and applicable IWC Wage Orders, and Plaintiffs and Class Members have been accordingly rendered
7 unaware of how to calculate such compensation.

8 87. Plaintiffs and Class Members are also entitled to injunctive relief under California
9 Labor Code §226(h), compelling Defendants to comply with California Labor Code §226. Plaintiffs,
10 on information and belief and based upon such basis, alleges that Plaintiffs and Class Members are
11 entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure
12 to comply with Labor Code Section 226(a) or fifty dollars (\$50.00) for the initial pay period in which
13 the violation occurred and one hundred dollars (\$100.00) per employee for each violation in
14 subsequent pay periods or an aggregate penalty not exceeding \$4,000, and an award of costs and
15 reasonable attorneys' fees pursuant to Labor Code Section 226(e).

16
17 **FIFTH CAUSE OF ACTION**
18 **Violation of Labor Code sections 204, 221, 223, 224, and 2751 –**
19 **Unlawful Deduction of Wages**

20 *(Plaintiffs individually, and on behalf of all similarly situated employees, against all Defendants)*

21 88. Plaintiffs incorporate by reference and re-allege, as if fully stated herein, the material
22 allegations set forth in the preceding paragraphs.

23 89. Labor Code §204 provides that all earned wages are due and payable twice during
24 each calendar month. Labor Code §221 provides that it shall be unlawful for any employer to collect
25 or receive from an employee any part of wages theretofore paid by said employer to said employee.
26 Defendants unlawfully deducted wages from Plaintiffs and Class Members. Defendants created a
27 system whereby Plaintiffs and Class Members would be deducted wages and were in fact deducted
28 wages. Labor Code §223 provides that where a contract requires an employer to maintain the
designated scale, it is unlawful to pay a lower wage while purporting to pay the wage designed by

1 the contract. Labor Code §224 prohibits employers from making deductions from an employee's
2 wages not authorized by the employee in writing or permitted by law. Labor Code §2751 provides
3 that: Whenever an employer enters into a contract of employment with an employee for services to
4 be rendered within this state and the contemplated method of payment of the employee involves
5 commissions, the contract shall be in writing and shall set forth the method by which the
6 commissions shall be computed and paid.

7 90. Under California law, an employer can lawfully withhold amounts from an
8 employee's wages only in the following circumstances:

- 9 a) When required or empowered to do so by state or federal law;
- 10 b) When a deduction is expressly authorized in writing by the employee to cover
11 insurance premiums, benefit plan contributions or other deductions not amounting
12 to a rebate on the employee's wages; and
- 13 c) When a deduction to cover health, welfare or pension contributions is expressly
14 authorized by a wage or collective bargaining agreement (Labor Code Sections 221
15 and 224).

16 91. None of the exceptions and outlined by the Labor Code apply to Plaintiffs and Class
17 Members and therefore the deductions including without limitation to that of mileage, expenses for
18 maintaining their work uniforms, and cell phone reimbursement by Defendants are deemed illegal.
19 Defendants have maintained a policy of failing to inform Plaintiffs and Class Members of the illegal
20 deductions of expenses and have willfully failed to compensate Plaintiffs and Class Members for
21 wages earned as a result of the illegal deductions.

22 92. Plaintiffs and Class Members are entitled to the overtime wages and/or civil penalties
23 pursuant to (including penalties pursuant to Labor Code section 225.5) and waiting time penalties
24 associated with the deductions and according to proof at trial.

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SIXTH CAUSE OF ACTION
Violation of Labor Code section 2802, et seq.

(Plaintiffs individually, and on behalf of all similarly situated employees, against all Defendants)

93. Plaintiffs incorporates by reference and re-allege, as if fully stated herein, the material allegations set forth in the preceding paragraphs.

94. “An employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.” (Cal. Labor Code § 2800.)

95. “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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” (Cal. Labor Code § 2802(a).)

96. “All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” (Cal. Labor Code § 2802(b).)

97. California Labor Code section 2802(c) provides: “For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

98. Defendants owe a duty to Plaintiffs and Class Members to indemnify them for all necessary expenditures, losses, and damages suffered and incurred in direct consequence of the discharge of their duties, or of their obedience to the directions of their employer. Defendants continue to refuse to reimburse and indemnify Plaintiffs and Classes Members for all necessary expenditures and losses incurred by them, including without limitation to use of Plaintiffs’ and Class Members’ cell phones, expenses for maintaining their work uniforms, and use of their personal vehicles while performing work for Defendants.

99. Plaintiffs and Class Members have incurred, and are continuing to incur, necessary expenditures and losses in direct consequence of the discharge of duties, or of obedience to Defendants’ directions as an employer, which at the time of obeying the directions, Plaintiffs and Class Members believed to be lawful.

1 100. The acts and omissions herein violated California Labor Code section 2802(a), and
2 further violates California Labor Code sections 221 through 224. Plaintiffs and Class Members are
3 entitled to attorney's fees under to California Labor Code section 2802(c).

4 101. Plaintiffs seeks reimbursement and indemnification for on behalf of themselves and
5 on behalf of all other Class Members similarly situated for all necessary expenditures or losses such
6 as and including without limitation to cell phone expenses, expenses for maintaining their work
7 uniforms, and use of their personal vehicles, which were a direct consequence of the discharge of
8 their duties, or obedience to the directions of the defendants as an employer.

9 102. During the relevant time period, Defendants intentionally and improperly failed to
10 reimburse necessary expenditures Plaintiffs and Class Members incurred.

11 103. Under the California Labor Code sections cited herein, Plaintiffs and Class Members
12 are entitled to recover the necessary expenditures they incurred for the four years preceding the filing
13 of their Complaint, plus reasonable attorney's fees and costs under California Labor Code section
14 2802.

15 104. By virtue of Defendants' unlawful failure to reimburse necessary expenditures
16 Plaintiffs and Class Members incurred, Plaintiffs and Class Members have incurred damages in
17 amounts presently unknown to Plaintiffs and the Class.

18 105. Plaintiffs are informed and believe, and based upon that information and belief allege,
19 that Defendants and each of them, knew or should have known that Plaintiffs and Class Members
20 were not being reimbursed for all necessary business expenditures they incurred. As a direct and
21 legal (proximate) result of Defendants' violation of the California Labor Code, Plaintiffs and Class
22 Members have been damaged. Under California Labor Code section 2802, Plaintiffs and Class
23 Members are entitled to, and request reimbursement of all necessary expenditures they incurred,
24 interest, penalties, reasonable attorney's fees, and costs, incurred in this action in an amount to be
25 proven at or following trial of this matter.

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1 **SEVENTH CAUSE OF ACTION**

2 **Wages Not Paid Upon Separation**

3 *(Plaintiffs individually, and on behalf of all similarly situated employees, against all Defendants)*

4 106. Plaintiffs incorporate by reference and re-allege, as if fully stated herein, the material
5 allegations set forth in the preceding paragraphs.

6 107. At all times herein set forth, Labor Code section 218 authorizes employees to sue
7 directly for any wages or penalties due to them under this article of the California Labor Code.

8 108. At all times herein set forth, Labor Code sections 201-203 provide that if an employer
9 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
10 immediately, and that if an employee voluntarily leaves his or her employment, his or her wages
11 shall become due and payable not later than seventy-two (72) hours thereafter; unless the employee
12 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
13 employee is entitled to his or her wages at the time of quitting.

14 109. During the relevant time period, Defendants failed to pay Plaintiffs and Class
15 Members, who are no longer employed by Defendants, all their wages, earned and unpaid, either at
16 the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

17 110. Defendants also willfully violated Labor Code sections 201-203 by failing to provide
18 all owed wages at separation from employment. Labor Code sections 201 and 202 require
19 Defendants to pay their employees all wages due either at time of firing, or within seventy-two (72)
20 hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
21 employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay
22 the subject employee's wages until the back wages are paid in full or an action is commenced. The
23 penalty cannot exceed thirty (30) days of wages. Plaintiffs and Class Members who were separated
24 from employment are entitled to compensation for all forms of wages earned but to date have not
25 received such compensation, therefore entitling to wages.

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111. Defendants' failure to pay Plaintiffs and Class Members, who are no longer employed by Defendants, all wages earned at the time of their discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code sections 201-203.

112. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days. Plaintiff and Class Members, who are no longer employed by Defendants, are entitled to recover from Defendants the statutory penalty for each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day maximum, pursuant to Labor Code section 203.

EIGHTH CAUSE OF ACTION

Failure to Pay Sick Leave

(Plaintiffs individually, and on behalf of all similarly situated employees, against all Defendants)

113. Plaintiffs incorporate by reference and re-allege, as if fully stated herein, the material allegations set forth in the preceding paragraphs.

114. Plaintiffs allege California Labor Code section 246(1) was in effect, which requires that employers pay sick time pay to non-exempt employees at the employee's "regular rate of pay." California law requires the determination of regular rate of sick leave pay must include the employee's commissions, bonuses, or other forms of compensation.

115. Pursuant to Cal. Labor Code section 246:

(a) "An employee who ... works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days

(b) "An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked..."

116. Cal. Labor Code section 247 sets forth:

(a) In each workplace of the employer, the employer shall display a poster in a conspicuous place containing all the information specified in subdivision.

1 (b) The poster shall state all of the following:

2 (1) An employee is entitled to accrue, request, and use paid sick days.

3 (2) The amount of sick days provided for by this article.

4 (3) The terms of use of paid sick days.

5 (4) That retaliation or discrimination against an employee who requests paid sick
6 days or uses paid sick days, or both, is prohibited and that an employee has the
7 right under this article to file a complaint with the Labor Commissioner against
8 an employer who retaliates or discriminates against the employee.

9 117. Defendants failed to provide paid sick leave to Plaintiffs and Class Members as set
10 forth in Labor Code 246(a). Also, Defendants failed to pay sick leave at the sick leave rate of pay
11 owed to Plaintiffs and Class Members by failing to base the accrued sick leave hours on the correct
12 number of hours worked (as a result of the rounding/automatic deduction policies and practices for
13 meal periods and/or shift start and end times/other required off-the-clock work including but not
14 limited to work completed during unpaid meal periods and by failing to incorporate multiple rates
15 of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary
16 bonuses, shift differential pay, commission and/or piece-rate compensation and/or other non-
17 discretionary compensation into the sick leave pay rate calculation.

18 118. Defendants failed to provide paid sick leave in the workplace as required by Cal.
19 Labor Code section 247, and failed to provide Plaintiffs and Class Members with the proper written
20 notice under Labor Code section 2810.5 of their sick leave pay and balance, such as their Labor
21 Code section 226 wage statements, so that Plaintiffs and Class Members would rightfully and
22 lawfully know their sick leave accrual and pay that they had earned while working for Defendants.

23 119. Cal. Labor Code section 247.5 sets forth:

24 (a) An employer shall keep for at least three years records documenting the hours
25 worked and paid sick days accrued and used by an employee, and shall allow the
26 Labor Commissioner to access these records pursuant to the requirements set forth
27 in Section 1174. An employer shall make these records available to an employee in
28 the same manner as described in Section 226. If an employer does not maintain

adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

120. Defendants failed to maintain records documenting the hours worked and paid sick days accrued and used by Plaintiffs and Class Members in violation of Labor Code section 247.5.

121. Defendants' policies and practice of failing to provide paid sick days to Plaintiffs and Class Members, providing notice in the workplace, and maintaining records, according to law places Defendants in violation of Labor Code sections 245-248.5, 233, and 234. Plaintiffs and Class Members are entitled to injunctive relief under PAGA and any applicable statutes, attorney's fees, declaratory relief, restitution, penalties as permitted by law.

122. California Labor Code section 233 provides that "any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5."

123. Defendants failed to pay Plaintiffs and Class Members their sick leave at the regular rate of pay. Plaintiffs and Class Members did not receive the full amount of paid sick leave as mandated by California law.

124. Defendants are liable for the greater of one day's pay or actual damages, reasonable equitable relief and reasonable attorney's fees and costs under California Labor Code section 233, et al.

125. Plaintiffs and Class Members are entitled to sick leave pay in accordance with California Labor Code sections 233, et al., and proof at trial.

NINTH CAUSE OF ACTION

Reporting Time Pay

(Plaintiffs individually, and on behalf of all similarly situated employees, against all Defendants)

126. Plaintiffs incorporate by reference and re-allege, as if fully stated herein, the material allegations set forth in the preceding paragraphs.

1 127. For non-exempt employees who report to their job expecting to work i.e., scheduled
2 to work, a specified number of hours but are deprived of that amount of work for reasons including
3 because of inadequate scheduling or lack of proper notice by the employer, then California law
4 requires employers to pay such employees for certain unworked but regularly scheduled time in
5 addition to the hours the employee actually works. See, Industrial Welfare Commission (“IWC”)
6 Orders, Section 5.

7 128. The following are specific requirements for reporting-time pay:

- 8 a) Each workday an employee is required to report to work but is not put to work or is
9 furnished with less than half of his or her usual day’s work, the employee must be
10 paid for half of the usual or scheduled day’s work, but in no event for less than two
11 hours or more than four hours, at the employee’s regular rate of pay; and
12 b) If an employee is required to report a second time in any one workday and is
13 furnished less than two hours of work on the second reporting, he or she must be
14 paid for two hours at the employee’s regular rate of pay.

15 129. In California, reporting time pay constitutes wages. *Murphy v. Kenneth Cole*
16 *Productions, Inc.* (2007) 40 Cal.4th 1094. The IWC’s purpose in adopting reporting time pay
17 requirements is two-fold: (1) compensate employees and (2) encourage proper notice and
18 scheduling. *Id* 1111-1112. There are certain types of situations which trigger reporting time pay,
19 which include: (a) physically appearing at workplace at the shift start, (b) presenting themselves for
20 work by logging on to a computer remotely, (c) appearing at client job site, (d) setting out on a
21 trucking route, or telephoning the store two hours prior to the start of the shift. *Id.* 1185.

22 130. Plaintiffs and Class Members are entitled to reporting time pay for the time required
23 by statute at their regular rate of pay.

24 131. Pursuant to California Labor Code, Plaintiffs and Class Members are entitled to
25 recover civil penalties as set forth under the applicable Labor Code Sections, including PAGA.

26 132. Plaintiffs and Class Members are entitled to reporting time pay for the time required
27 by statute at their regular rate of pay.

28 //

133. Pursuant to California Labor Code, Plaintiffs and Class Members are entitled to recover civil penalties as set forth under the applicable Labor Code Sections, including PAGA.

TENTH CAUSE OF ACTION

Violation of Business and Professions Code section 17200, et seq.

(Plaintiffs individually, and on behalf of all similarly situated employees, against all Defendants)

134. Plaintiffs incorporate by reference and re-allege, as if fully stated herein, the material allegations set forth in the preceding paragraphs.

135. Defendants' conduct, as alleged herein, including not paying Plaintiffs and the other Class Members for all wages owed, including failure to reimburse, minimum wage and overtime wages, wages for missed meal periods (and missed rest periods), sick leave pay, reporting time pay, unlawful deductions, failure to pay all wages upon separation, and not providing Plaintiffs and Class Members with accurate wage statements, has been, and continues to be unlawful and unfair, and harmful to Plaintiffs and Class Members, and the general public.

136. Defendants' activities as alleged herein are in violation of California law and constitute unlawful and unfair business practices in violation of Business and Professions Code section 17200, et seq., which justify the issuance of an injunction, restitution, and other equitable relief pursuant to California Business and Professions Code §17203.

137. Plaintiffs and Class Members have been personally injured by Defendants' unlawful and unfair business practices as alleged herein, including, but not necessarily limited to, the loss of money or property.

138. Defendants have failed and refused to pay Plaintiffs and Class Members minimum wage and overtime wages in violation of the wage and hour overtime regulations. More specifically, Defendants' conduct violated California law by failing to pay minimum and overtime wages to Plaintiffs and Class Members, who regularly worked in excess of eight (8) hours in a workday and forty (40) hours per workweek and/or had their wages unlawfully deducted. Defendants have failed and refused to provide Plaintiffs and Class Members with meal and rest breaks, or compensation in lieu of, in violation of the California Labor Code §§226.7(a) and 512 including unlawful deductions of wages. Defendants have failed to provide Plaintiffs and similarly situated employees with accurate

1 wage statements pursuant to California Labor Code section 226 as a result of failing to lawfully
2 compensate Plaintiffs and similarly situated employees, failed to reimburse pursuant to Labor Code
3 §2802, et seq., failed to pay wages upon separation pursuant to California Labor Code, and made
4 unlawful deductions pursuant to California Labor Code §§204, 221, 223, 224, and 2751. Defendants
5 failed to provide the required sick leave pay. Defendants failed to pay the required reporting time
6 pay. Defendants violated California Business and Professions Code §17200, et seq. as a result of
7 violating these statutory provisions, where Plaintiffs and Class Members suffered an economic
8 hardship in order for Defendants to pursue monetary gain.

9 139. Plaintiffs and Class Members seek restitution for Defendants knowing (or should
10 have known) that Plaintiffs and Class Members were non-exempt employees, but refused to pay
11 Plaintiffs and Class Members all compensation owed to them, in order for Defendants to financially
12 benefit from its illegal and unfair practices at the expense and work of Plaintiffs and Class Members.

13 140. A violation of Business and Professions Code section 17200, et seq. may be
14 predicated on the violation of any state and/or federal law. In the instant case, Defendants have
15 violated California labor laws. More specifically, Defendants' actions, practices, decisions, and
16 policies have violated the California Labor Code, IWC Wage Orders, and state law, including, but
17 not limited to: (1) failing to pay all minimum and overtime wages in violation of Labor Code §§
18 510, 1194, 1197 and 1198; (2) failing to provide Plaintiffs and class members with accurate itemized
19 wage statements in violation of Labor Code §226; (3) failing to reimburse Plaintiffs and Class
20 Members for business expenses in violation of Labor Code §2802; (4) failing to pay or make
21 improper deductions from earned wages and commissions in violation of Labor Code §§204, 221,
22 223, 224, and 2751; (5) failing to pay all wages due upon separation; (6) failing to pay the required
23 sick leave pay; (7) failing to pay the required reporting time pay; and (8) failing to provide lawful
24 meal and rest periods or compensation in lieu of.

25 141. Pursuant to Business and Professions Code section 17200, et seq., Plaintiffs and the
26 other Class Members are entitled to disgorgement and restitution of the overtime wages withheld
27 and retained by Defendants during a period that commences four (4) years prior to the filing of this
28 Complaint; waiting time penalties; reimbursement; and unlawful deductions, meal and rest breaks;

1 and declaration that the above business practices are unlawful and unfair; a permanent injunction
2 requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members and stop all
3 illegal conduct alleged herein this complaint. Plaintiffs, individually, on behalf of all similarly
4 situated employees, and on behalf of the general public through their attorneys are serving to enforce
5 an important right of the prompt payment of wages due to employees which affects a significant
6 public interest.

7 142. Plaintiffs through this action are conferring a substantial benefit on the general public
8 by ensuring the prompt payment of wages due to employees and a large class of persons (at this time
9 believed to exceed 100 class members), there exists a necessity (Defendants have maintained this
10 illegal practice for at least four years) and financial burden of private enforcement makes an award
11 of attorney's fees appropriate pursuant to California Code of Civil Procedure §1021.5, which should
12 not in the interest of justice be taken out of any award since these any disgorgement or restitution to
13 Plaintiffs and Class Members are owed to them as wages for time worked while employed by
14 Defendants.

15 **ELEVENTH CAUSE OF ACTION**
16 **Violation of Labor Code Section 2698, et seq.**

16 *(Plaintiffs individually, and on behalf of all similarly aggrieved employees, against all Defendants)*

17 143. Plaintiffs incorporate by reference and re-allege, as if fully stated herein, the material
18 allegations set forth in the preceding paragraphs.

19 144. Plaintiffs are seeking to represent all California non-exempt former and current
20 employees within the State of California, employed by Defendant, at any time from September 27,
21 2022, to the present date ("Aggrieved Employees"). This cause of action under the Private Attorneys
22 General Act ("PAGA") is a representative action and not a class action.

23 145. PAGA expressly establishes that any provision of the California Labor Code which
24 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
25 divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code,
26 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
27 herself, and other current or former employees.

28 146. On September 27, 2023, Plaintiffs provided written notice to the LWDA and

1 Defendant of the specific provisions of the Labor Codes they contend were violated, and the theories
2 supporting their contentions. Plaintiffs believes that on or about, December 1, 2023, the sixty-five
3 (65) day notice period expired and the LWDA did not take any action to investigate or prosecute
4 this matter. Therefore, Plaintiffs has exhausted the statutory time period to bring this action.

5 147. Plaintiffs and the other non-exempt employees of Defendants in the state of
6 California are "Aggrieved Employees" as defined by California Labor Code § 2699(c) in that they
7 are all current and former non-exempt employees of Defendants, and one or more of the alleged
8 violations was committed against them.

9 **Failure to Timely Pay Wages Upon Separation**

10 148. Defendants willfully failed to pay, without abatement, Plaintiffs and Aggrieved
11 Employees upon discharge or quit. Defendants' policy and practice is to refuse to pay Plaintiffs and
12 Aggrieved Employees all wages due and owing to them upon discharge or resignation. Defendants'
13 pay policies and practices violate Labor Code Sections 201, 202, 203 and 208. Labor Code Section
14 201 requires immediate payment of wages upon discharge. Labor Code Section 202 requires
15 payment of all compensation due to employees who voluntarily resign within 72 hours of
16 resignation. Labor Code Section 208 requires final payment of wages to discharged employees "at
17 the place of discharge" and that all employees who resign must be paid at the office or agency of the
18 employer in the county where the employees have been performing labor.

19 149. Defendants' policies and practice of failing to issue final paychecks to Plaintiffs and
20 Aggrieved Employees, without abatement or reduction, in a timely manner according to law places
21 Defendants in violation of these Labor Code provisions. Defendants do not timely pay all unpaid
22 wages due to Plaintiffs and Aggrieved Employees upon separation. Therefore, Defendants violated
23 Labor Code Sections 201, 202, 203, 208.

24 **Failure to Timely Pay Wages During Employment**

25 150. Section 204 of the California Labor Code states that all wages, other than those
26 mentioned in 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
27 payable twice during each calendar month, on days designated in advance by the employer as the
28 regular paydays. In addition, every person who fails to pay the wages of each employee as provided

1 in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty
2 as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
3 employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred
4 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
5 withheld.

6 151. Defendants' policies and practices fail to provide full pay to Plaintiffs and Aggrieved
7 Employees in a timely manner by failure to pay all wages owed, failure to pay any wages for time
8 worked, failure to pay minimum, overtime and double-time wages, and failure to compensate
9 premium pay rate for missed meal and rest breaks, and thereby failing to account for and pay all
10 wages owed under California law. Each pay period, Defendants failed/fail to pay timely and full
11 payment to Plaintiffs and Aggrieved Employees places Defendants in violation of Labor Code
12 Section 210. Defendants therefore owe penalties accordingly.

13 **Failure to Maintain Accurate Employment Records**

14 152. Defendants failed to maintain accurate employment records for Plaintiffs and
15 Aggrieved Employees including, but not limited to time records, pay stubs, clock in and clock out,
16 meal break periods, rest break periods, and the employment file itself. As a result, Defendants have
17 violated Labor Code section 1174, and 1174.5 for failing to maintain accurate records regarding
18 employment of Plaintiffs and Aggrieved Employees.

19 **Failure to Provide Complete and Accurate Wage Statements**

20 153. Defendants failed to furnish, at the time of each payment of wages, to Plaintiffs and
21 Aggrieved Employees, an accurate/written itemized wage statement containing all the information
22 set forth in Labor Code 226(a).

23 154. Defendants' policy and practice violates Labor Code Section 226. Labor Code
24 Section 226 requires Defendants to provide an accurate/written itemized statement with each
25 payment of wages that includes: 1) Gross earnings, 2) Total hours worked, 3) Number of piece rate
26 units earned, 4) Deductions, 5) Net wages, 6) Dates paid for, 7) Name of employee and last four
27 digits of employee's Social Security number, 8) Name and address of the legal entity of the
28 employer, and 9) a list of all hourly rates worked by the employee, up to and exceeding 40 hours per

1 week, in the corresponding period.

2 155. Defendants' policy and practice of failing to furnish to each employee an accurate
3 and written itemized wage statement for Plaintiffs and Aggrieved Employees, according to law,
4 places Defendants in violation of Labor Code Section 226. Further, Labor Code Section 226.3 states:
5 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the
6 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one
7 thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the
8 employer fails to provide the employee a wage deduction statement or fails to keep the records
9 required in subdivision (a) of Section 226. Defendants are in violation of Labor Code Section 226
10 and therefore Plaintiffs, individually and on behalf of the State of California and Aggrieved
11 Employees are entitled to penalties pursuant to Labor Code Section 226.3 in addition to remedies
12 under Labor Code 226(e).

13 **Failure to Pay Minimum and Overtime Wages**

14 156. California Labor Code § 510(a) states that "Eight hours of labor constitutes a day's
15 work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any
16 one work week and the first eight hours worked on the seventh day of work in any one workweek
17 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an
18 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
19 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
20 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular
21 rate of pay of an employee."

22 157. Industrial Welfare Commission Wage Order 4-2001(3) states:

23 A (1) "...employees shall not be employed more than eight (8) hours in any workday
24 or more than 40 hours in any workweek or for the first eight (8) hours worked
25 on the seventh (7th) consecutive day of work in a workweek unless the
26 employee receives one and one-half (1 ½) times such employee's regular rate
27 of pay for all hours worked ... Eight hours of labor constitutes a day's work."

28 A (1) (b) "Double the employee's regular rate of pay for all hours worked in excess of

1 12 hours in any workday and for all hours worked in excess of eight (8) hours
2 on the seventh (7th) consecutive day of work in a workweek.”

3 158. California Labor Code § 1197 states “the minimum wage for employees fixed by the
4 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
5 and the payment of a lower wage than the minimum so fixed is unlawful. This section does not
6 change the applicability of local minimum wage laws to any entity.”

7 159. Industrial Welfare Commission Wage Order 4-2001(4) states “(A) Every employer
8 shall pay to each employee wages not less than the following:

9 (1) All employers, regardless of the number of employees, shall pay to each employee
10 fifteen dollars and fifty cents (\$15.50) per hour for all hours worked, effective
11 January 1, 2023.

12 (2) Prior to January 1, 2023, any employer who employs 26 or more employees shall
13 pay to each employee wages not less than the following: (a) Thirteen dollars
14 (\$13.00) per hour for all hours worked, effective January 1, 2020; (b) Fourteen
15 dollars (\$14.00) per hour for all hours worked, effective January 1, 2021; and (c)
16 Fifteen dollars (\$15.00) per hour for all hours worked, effective January 1, 2022.

17 (3) Prior to January 1, 2023, any employer who employs 25 or fewer employees shall
18 pay to each employee wages not less than the following: (a) Twelve dollars (\$12.00)
19 per hour for all hours worked, effective January 1, 2020; (b) Thirteen dollars
20 (\$13.00) per hour for all hours worked, effective January 1, 2021; (c) Fourteen
21 dollars (\$14.00) per hour for all hours worked, effective January 1, 2022.

22 160. Plaintiffs and Aggrieved Employees were required to work off-the-clock at
23 Defendants. For instance, Plaintiffs and Aggrieved Employees clocked out for the end of their shift
24 on a given day, but due to understaffing by Defendants, Plaintiffs and Aggrieved Employees were
25 asked to continue to perform work in the store such as cleaning, food preparation, making food,
26 assisting at registers, and more. Additionally, Defendants also directed Plaintiffs and Aggrieved
27 Employees to work while clocked out for meal breaks, or while on rest breaks. As a result, Plaintiffs
28 and Aggrieved Employees were working off-the-clock for Defendants without the lawful

1 compensation required.

2 161. As a result of Defendants' business practices, Plaintiffs and Aggrieved Employees
3 were regularly not paid minimum, overtime and double-time wages due to their work for Defendants
4 while off-the-clock. More specifically, the supervisors/management of Plaintiffs and Aggrieved
5 Employees were fully aware that Plaintiffs and Aggrieved Employees were not paid minimum,
6 overtime and double-time wages in these circumstances. This policy and practice of Defendants
7 requiring Plaintiffs and Aggrieved Employees to work off-the-clock directly led to Defendants
8 undercompensating Plaintiffs and Aggrieved Employees for minimum, overtime and double-time
9 hours worked.

10 162. Defendants failed to pay minimum and overtime wages to Plaintiffs and Aggrieved
11 Employees based on California Labor Code §§ 510(a), 1197, and Industrial Welfare Commission
12 Wage Order 4-2001(3) and (4), and therefore owe penalties according to California Labor Code §§
13 1194, 1194.2, and 1197.1.

14 163. Under Cal. Lab. Code Section 1198, "the employment of an employee ... under
15 conditions of labor prohibited by the [wage] order is unlawful." Plaintiffs and Aggrieved
16 Employees, including the State of California are entitled to penalties under Cal. Lab. Code Section
17 2699(f) based on Defendants' violation of applicable Wage Order and Cal. Lab. Code Section 1198.

18 **Failure to Provide Meal Periods and Authorize and Permit Rest Breaks**

19 164. Defendants' policies and practices are to refuse to provide/authorize Plaintiff and
20 Aggrieved Employees meal and/or rest periods. Labor Code Section 512 and Cal. Code Reg., Tit.
21 8, Section 11040(11) requires Defendants to provide an uninterrupted thirty-minute off duty meal
22 break to employees who work more than five hours per day and a second thirty-minute meal break
23 to those working more than ten hours per day. Defendants regularly failed to provide meal breaks
24 as required by law due to understaffing and requiring Plaintiffs and Aggrieved Employees to perform
25 work while clocked out. Therefore, Defendants' policies and practices violate Labor Code Section
26 512 and Cal. Code Reg., Tit. 8, Section 11040(11).

27 165. Similarly, Cal. Code Reg., Tit. 8, Section 11040(12) provides that Defendants must
28 authorize and permit an off-duty consecutive ten minutes of paid rest break for every four hours of

1 work or fraction thereof. It is Defendants' policy and practice to fail to authorize and permit
2 Plaintiffs and Aggrieved Employees with the required uninterrupted and off-duty consecutive ten
3 (10) minute rest period per four (4) hours or major fraction thereof.

4 166. Plaintiffs and Aggrieved Employees were denied meal and rest breaks, or were not
5 paid the required one hour of premium pay for missed rest breaks and meal periods. In those
6 instances, wherein Defendants failed to pay Plaintiffs and Aggrieved Employees for
7 missed/shortened/interrupted rest breaks, Plaintiffs and Aggrieved Employees were not
8 compensated at all or only received a portion of wages owed to them for
9 missed/shortened/interrupted meal and/or rest breaks. Despite the above-mentioned meal/rest period
10 violations, Defendants never compensated Plaintiffs and Aggrieved Employees at the regular rate
11 as required by California law for each day on which meal and/or rest periods were not authorized or
12 permitted.

13 167. Upon information and belief, Defendants regularly implemented a policy requiring
14 Plaintiffs and Aggrieved Employees to return to work before completing their meal and rest breaks,
15 resulting in Defendants interrupting the meal and rest breaks of Plaintiffs and Aggrieved Employees.

16 168. Based on information and belief, Defendants required Plaintiffs and Aggrieved
17 Employees to complete off-the-clock work for Defendants when clocking out for meal periods,
18 however, Defendants did not pay the required one hour of premium pay for the missed meal period.
19 Also, Defendants required Plaintiffs and Aggrieved Employees to complete off-the-clock work prior
20 to their scheduled shift time which Defendants failed to take into account when scheduling meal
21 periods for Plaintiffs and Aggrieved Employees. Based on information and belief, meal periods were
22 late, in part due to unaccounted pre-shift off-the-clock work.

23 169. Additionally, due to the fact that Defendants understaffed their stores, Plaintiffs and
24 Aggrieved Employees would not receive their legally compliant thirty (30) minute meal period
25 and/or ten (10) minute rest break.

26 170. Furthermore, Plaintiffs and Aggrieved Employees were denied meal and rest breaks,
27 because Defendants required Plaintiffs and Aggrieved Employees to complete required job duties
28 during their meal and rest breaks, such as handling in-store, call-in, and online orders, making

1 deliveries, assisting customers, and/or finishing food preparation.

2 171. Based on information and belief, despite Defendants' failure to provide lawful meal
3 periods, Defendants implemented a policy and/or practice of rounding the start and end times of
4 Plaintiffs and Aggrieved Employees' meal periods and/or automatically deducting at least thirty
5 minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods
6 restricted to Defendants' premises), despite having actual and/or constructive knowledge that
7 Plaintiffs and Aggrieved Employees did not receive lawful meal periods. Due to Defendants' failure
8 to keep accurate records of the actual start and end times of Plaintiffs and Aggrieved Employees'
9 meal periods, and Defendant illegally rounding the start and end times of purported meal periods,
10 Plaintiffs and Aggrieved Employees were not paid for all time worked for illegal non-compliant meal
11 periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

12 172. Defendants' policies and practices of refusing to provide/authorize meal and/or rest
13 periods for Plaintiffs and Aggrieved Employees due to understaffing, working while clocked out,
14 and Defendants' failure to properly pay one hour of pay for instances where the rest/meal breaks
15 were noncompliant, according to law, places Defendants in violation of these Labor Code and
16 California Code Regulation provisions.

17 173. Labor Code 226.7 states that, "[i]f an employer fails to provide an employee a meal
18 period or rest period in accordance with an applicable order of the Industrial Welfare Commission,
19 the employer shall pay the employee one additional hour of pay at the employee's regular rate of
20 compensation for each work day that the meal or rest period is not provided."

21 174. Thus, Defendants owe meal period and rest period premiums to Plaintiffs and
22 Aggrieved Employees. Defendants are in violation of Labor Code Sections 226.7, 512 and 8 Cal.
23 Code Reg. Sections 11040(11) & (12).

24 **Failure to Reimburse Expenses**

25 175. Plaintiffs and Aggrieved Employees have not been reimbursed for necessary
26 business expenses. Necessary business expenses include the pro rata share of expenses related to use
27 of personal cell phones while working because a personal cell phone was/is a necessary expenditure
28

1 or loss incurred by Plaintiffs and Aggrieved Employees in direct consequence of the discharge of
2 his or her duties, or of his or her obedience to the directions of Defendants.

3 176. Plaintiffs and Aggrieved Employees were expected/required to use their personal cell
4 phones for purposes of contacting customers, speaking with management and co-workers, GPS,
5 update store shelving, and downloading multiple phone applications. Plaintiffs and Aggrieved
6 Employees were required to download the “Dominoids Delivery Experience” application used for
7 customer orders; “Group Meet” application used for communication with the store management and
8 employees, as well as scheduling; and the “Store Experience” application used for inventory.

9 177. Furthermore, based on information and belief, Plaintiffs and Aggrieved Employees
10 have unreimbursed business expenses for maintaining their work uniforms at Defendants, and for
11 using their personal vehicles for business purposes, such as making deliveries to customers of
12 Defendants.

13 178. As a result, Defendants have violated and continue to violate California Labor Code
14 section 2802, by knowingly failing to reimburse Plaintiffs and Aggrieved Employees for necessary
15 business expenditures they incurred. Plaintiffs and Aggrieved Employees have incurred and continue
16 to incur necessary and unreimbursed business expenses/losses. Defendants have had and continue
17 to have a policy and practice of not reimbursing Plaintiffs and Aggrieved Employees for cell phone
18 expenses, uniform costs, and vehicle usage. Defendants must reimburse Plaintiffs and Aggrieved
19 Employees, along with penalties, interest, attorney fees, and costs.

20 179. Defendants fail to reimburse necessary business expenses, violating California Labor
21 Code section 2802.

22 “An employer shall indemnify his or her employee for all necessary expenditures or losses
23 incurred by the employee in direct consequence of the discharge of his or her duties, or of
24 his or her obedience to the directions of the employer, even though unlawful, unless the
25 employee, at the time of obeying the directions, believed them to be unlawful.” (Cal. Labor
26 Code § 2802(a).)

27 California Labor Code section 2802(c) provides: “For purposes of this section, the term
28 “necessary expenditures or losses” shall include all reasonable costs, including, but not

1 limited to, attorney's fees incurred by the employee enforcing the rights granted by this
2 section."

3 180. As explained above, Defendants required Plaintiffs and Aggrieved Employees to
4 incur necessary business expenses, but failed to reimburse those necessary business expenses.
5 Because Defendants have failed and continue to fail to reimburse these necessary business expenses
6 to Plaintiff and other Aggrieved Employees, and have failed to pay interest under California Labor
7 Code section 2802(b), Defendants are in violation of California Labor Code section 2802.

8 **Failure to Provide Paid Sick Days**

9 181. Pursuant to Cal. Labor Code section 246:

10 (c) "An employee who ... works in California for the same employer for 30 or more
11 days within a year from the commencement of employment is entitled to paid sick
12 days

13 (d) "An employee shall accrue paid sick days at the rate of not less than one hour per
14 every 30 hours worked..."

15 182. Cal. Labor Code section 247 sets forth:

16 (a) In each workplace of the employer, the employer shall display a poster in a
17 conspicuous place containing all the information specified in subdivision.

18 (b) The poster shall state all of the following:

19 (1) An employee is entitled to accrue, request, and use paid sick days.

20 (2) The amount of sick days provided for by this article.

21 (3) The terms of use of paid sick days.

22 (4) That retaliation or discrimination against an employee who requests paid sick
23 days or uses paid sick days, or both, is prohibited and that an employee has the
24 right under this article to file a complaint with the Labor Commissioner against
25 an employer who retaliates or discriminates against the employee.

26 183. Defendants failed to provide paid sick leave to Plaintiffs and Aggrieved Employees
27 as set forth in Labor Code 246(a). Also, Defendants failed to pay sick leave at the sick leave rate of
28 pay owed to Plaintiffs and Aggrieved Employees by failing to base the accrued sick leave hours on

1 the correct number of hours worked (as a result of the rounding/automatic deduction policies and
2 practices for meal periods and/or shift start and end times/other required off-the-clock work including
3 but not limited to work completed during unpaid meal periods and by failing to incorporate multiple
4 rates of pay and/or all non-discretionary remuneration, including but not limited to, non-
5 discretionary bonuses, shift differential pay, commission and/or piece-rate compensation and/or
6 other non-discretionary compensation into the sick leave pay rate calculation.

7 184. Defendants failed to provide paid sick leave in the workplace as required by Cal.
8 Labor Code section 247, and failed to provide Plaintiffs and Aggrieved Employees with the proper
9 written notice under Labor Code section 2810.5 of their sick leave pay and balance, such as their
10 Labor Code section 226 wage statements, so that Plaintiffs and Aggrieved Employees would
11 rightfully and lawfully know their sick leave accrual and pay that they had earned while working
12 for Defendants.

13 185. Cal. Labor Code section 247.5 sets forth:

14 (b) An employer shall keep for at least three years records documenting the hours
15 worked and paid sick days accrued and used by an employee, and shall allow the
16 Labor Commissioner to access these records pursuant to the requirements set forth
17 in Section 1174. An employer shall make these records available to an employee
18 in the same manner as described in Section 226. If an employer does not maintain
19 adequate records pursuant to this section, it shall be presumed that the employee is
20 entitled to the maximum number of hours accruable under this article, unless the
21 employer can show otherwise by clear and convincing evidence.

22 186. Defendants failed to maintain records documenting the hours worked and paid sick
23 days accrued and used by Plaintiffs and Aggrieved Employees in violation of Labor Code section
24 247.5.

25 187. Defendants' policies and practice of failing to provide paid sick days to Plaintiffs and
26 Aggrieved Employees, providing notice in the workplace, and maintaining records, according to
27 law places Defendants in violation of Labor Code sections 245-248.5, 233, and 234. Plaintiffs and
28 Aggrieved Employees are entitled to injunctive relief under PAGA and any applicable statutes,

1 attorney's fees, declaratory relief, restitution, penalties as permitted by law.

2 **Failure to Provide Suitable Resting Facilities**

3 188. Pursuant to 8 Cal. Code Reg. Section 11040(13), employees shall be provided with
4 suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities
5 shall be provided in an area separate from the toilet rooms and shall be available to employees during
6 work hours."

7 189. Defendants' stores/locations did not provide Plaintiffs and Aggrieved Employees
8 with a resting facility or suitable breakroom during work hours that employees may use to cease
9 work and recover during meal or rest periods. As a result, Plaintiffs and Aggrieved Employees were
10 forced to adjust to areas not conducive to resting, including but not limited to leaning up against the
11 wall, or searching for facilities outside of Defendants' premises which are not designated or reserved
12 for rest, such as their personal vehicles.

13 190. Defendants' failure to provide suitable resting facilities to Plaintiffs and Aggrieved
14 Employees violated and continues to violate 8 Cal. Code Reg. Sections 11040(13) / Wage Order #4
15 and the California Labor Code, including but not limited to section 1198.

16 **Failure to Provide Suitable Seating**

17 191. Pursuant to 8 Cal. Code Reg. Section 11040(14), employees shall be provided with
18 suitable seats when the nature of the work reasonably permits the use of seats and when they are not
19 actively engaged in the work duties that would not permit them to be seated.

20 192. All applicable IWC Wage Orders, Section 14(A-B) provides:

- 21 a. All working employees shall be provided with suitable seats when the
22 nature of the work reasonably permits the use of seats.
- 23 b. When employees are not engaged in the active duties of their
24 employment and the nature of the work requires standing, an adequate
25 number of suitable seats shall be placed in reasonable proximity to the
26 work area and employees shall be permitted to use such seats when it
27 does not interfere with the performance of their duties.

28 193. Based on information and belief, Defendants failed to provide Plaintiffs and

1 Aggrieved Employees with suitable seating, given that Plaintiffs and Aggrieved Employees did not
2 have seating within reasonable proximity to their work area when such seating would not have
3 interfered with their performance of job duties.

4 194. Defendants' policies and practice of failing to provide suitable seating to Plaintiffs
5 and Aggrieved Employees, according to law places Defendants in violation of Labor Code sections
6 1198 and 1199, subjecting Defendants to civil penalties under Labor Code sections 1199 and 2699.
7 Pursuant to Labor Code section 2699 (f)(2), each violation of each Labor Code section and Wage
8 Order section is a separate civil penalty.

9 **Unlawful Deductions**

10 195. Cal. Labor Code section 221 sets forth that it shall be unlawful for any employer to
11 collect or receive from an employee any part of wages theretofore paid by said employer to said
12 employee.

13 196. Defendants have violated Cal. Labor Code section 221 due to it deducting business
14 costs from the paycheck of Plaintiffs and Aggrieved Employees.

15 197. Defendants' policy and practice of deducting business costs from Plaintiffs' and
16 Aggrieved Employees' wages, according to law, places Defendants in violation of Labor Code
17 Section 221, et al. Plaintiffs, individually and on behalf of the State of California and Aggrieved
18 Employees are entitled to penalties pursuant to Labor Code Section 2699 and Labor Code section
19 225.5 which establishes that "[i]n addition to, and entirely independent and apart from, any other
20 penalty provided in this article, every person who unlawfully withholds wages due any employee in
21 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
22 to pay each employee").

23 **Failure to Provide Reporting Time Pay**

24 198. Section 5 of the IWC Order 4-2001 sets forth:

25 **Reporting Time Pay**

26 (A) Each workday an employee is required to report for work and does report,
27 but is not put to work or is furnished less than half said employee's usual or
28 scheduled day's work, the employee shall be paid for half the usual or

1 scheduled day's work, but in no event for less than two (2) hours nor more
2 than four (4) hours, at the employee's regular rate of pay, which shall not be
3 less than the minimum wage.

4 199. Defendants' policies and practices were to have Plaintiffs and Aggrieved Employees
5 report to Defendants' store locations but when they reported to work for a scheduled shift, Plaintiffs
6 and other Aggrieved Employees did not work the required time under Section 5 of the IWC Order
7 4-2001, they were dismissed for the day without any work, and/or they were not compensated for
8 all the reporting time wages they were owed according to California law. (*Ward v. Tilly's, Inc.*
9 (2019) 31 Cal.App.5th 11)

10 200. Defendants' policies and practice of failing to pay reporting time, according to law
11 places Defendants in violation of Section 5 of the IWC Order 4-2001, the California Labor Code,
12 Labor Code sections 1198 and 1199, subjecting Defendants to civil penalties under Labor Code
13 sections 1199 and 2699.

14 **Failure to Pay All Gratuities**

15 201. California Labor Code section 351 prohibits employers and their agents from sharing
16 in or keeping any portion of a gratuity left for or given to one or more employees by a patron, and
17 to make wage deductions from gratuities, or from using gratuities as direct or indirect credits against
18 an employee's wages.

19 202. California Labor Code section 353 requires California employers to keep accurate
20 records of all gratuities received.

21 203. Defendants maintain a policy and practice of their agents sharing in or keeping
22 gratuities belonging to Plaintiffs and other Aggrieved Employees, and thereby Plaintiffs and other
23 Aggrieved Employees did not fully receive gratuity left for or given to one or more employees by a
24 patron, including but not limited to patrons paying in cash and credit/debit card. Also, when
25 Defendants charges their patrons an additional service fee on the patron's bill, the Plaintiffs and
26 other Aggrieved Employees did not receive or fully receive the gratuity in the form of a service fee.
27 (*O'Grady v Merchant Exchanges Production, Inc.*, 41 Cal.App.5th 771, 790 (a mandatory service
28 charge can constitute a gratuity that is intended to the employees providing the service).

204. Defendants maintain a policy and practice of failing to maintain records of all tips received by customers/patrons.

205. Defendants' policies and practice of failing to issue all gratuities to Plaintiffs and other Aggrieved Employees violates Cal. Labor Code section 351 and 353, Labor Code sections 1198 and 1199. Pursuant to Labor Code section 2699 (f)(2), each violation of each Labor Code section is a separate civil penalty.

Maximum Hours of Work

206. Labor Code sections 1198 and 1199 set forth that the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful. This includes Labor Code sections 1174, 1197, and 1198, or order or ruling of the commission.

207. Defendants' violations of Plaintiffs' and Aggrieved Employees' meal periods, rest periods, minimum wages and overtime wages, business expenses, suitable seating, suitable resting facilities, reporting time pay, split-shift premiums, as well as recordkeeping provisions, and other violations described herein result in separate violations of sections 1198 and 1199. Defendants are in violation of Labor Code Sections 1174, 1197, 1198, 1197.1 and 2699.

Failure to Pay or Provide Vested Vacation Time/Paid Time Off

208. Labor Code section 227.3 sets forth that “Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”

209. Defendants maintain a policy and practice of failing to allow Plaintiffs and Aggrieved Employees to use their vested vacation time during their employment with Defendants. Additionally, Defendants fail to pay Plaintiffs and Aggrieved Employees for their vested, accrued

1 paid time off (including but not limited to, all owed vacation pay/paid time off paid at the final rate
2 including non-discretionary compensation, including but not limited to, shift differentials) upon
3 separation of employment., in violation of California law, including but not limited to, Labor Code
4 section 227.3.

5 210. Defendants' policies and practice of failing to allow Plaintiffs and Aggrieved
6 Employees to use their vested vacation time during their employment with Defendants, and failure
7 to pay Plaintiffs and Aggrieved Employees for their vested, accrued paid time off upon separation
8 of employment., places Defendants in violation of Labor Code section 227.3 and California law.

9 **Unlawful Employment Contracts**

10 211. California Labor Code section 432.5 sets forth that "No employer, or agent, manager,
11 superintendent, or officer thereof, shall require any employee or applicant for employment to agree,
12 in writing, to any term or condition which is known by such employer, or agent, manager,
13 superintendent, or officer thereof to be prohibited by law."

14 212. However, Defendants maintain a policy and practice of requiring Plaintiffs and
15 Aggrieved Employees to agree in writing to unlawful conditions of employment including but not
16 limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or
17 nondisclosure agreements, unlawful releases and/or waivers, unlawful forum selection clauses
18 and/or choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a
19 condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

20 213. California Labor Code 1024.5 sets forth:

21 An employer or prospective employer shall not use a consumer credit report for employment
22 purposes unless the position of the person for whom the report is sought is any of the following:

23 (1) A managerial position.

24 (2) A position in the state Department of Justice.

25 (3) That of a sworn peace officer or other law enforcement position.

26 (4) A position for which the information contained in the report is required by law to be
27 disclosed or obtained.

28 //

1 (5) A position that involves regular access, for any purpose other than the routine solicitation
2 and processing of credit card applications in a retail establishment, to all of the following types
3 of information of any one person:

4 (A) Bank or credit card account information.

5 (B) Social security number.

6 (C) Date of birth.

7 (6) A position in which the person is, or would be, any of the following:

8 (A) A named signatory on the bank or credit card account of the employer.

9 (B) Authorized to transfer money on behalf of the employer.

10 (C) Authorized to enter into financial contracts on behalf of the employer.

11 (7) A position that involves access to confidential or proprietary information, including a
12 formula, pattern, compilation, program, device, method, technique, process or trade secret that
13 (i) derives independent economic value, actual or potential, from not being generally known
14 to, and not being readily ascertainable by proper means by, other persons who may obtain
15 economic value from the disclosure or use of the information, and (ii) is the subject of an effort
16 that is reasonable under the circumstances to maintain secrecy of the information.

17 (8) A position that involves regular access to cash totaling ten thousand dollars (\$10,000) or
18 more of the employer, a customer, or client, during the workday.

19 214. However, Defendants maintain a policy and practice of requiring Plaintiffs and
20 Aggrieved Employees to be subjected to a consumer credit report for employment purposes even
21 though Plaintiffs and Aggrieved Employees do not fit any of the above-mentioned positions.
22 Defendants go beyond the procedural and substantive limit of California law regarding employee
23 background checks.

24 215. Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA
25 Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681,
26 *et seq.*) mandate several requirements prior to and following an employee background check,
27 including but not limited to identifying an appropriate reason for the background check, a separate
28 consent form with required disclosures and certain formatting requirements, additional forms such

1 as a summary of rights, a way by which to request a copy of the report, as well as proper notice of
2 adverse actions taken, among other statutory requirements.

3 216. However, Defendants required Plaintiffs and Aggrieved Employees to submit to
4 unlawful financial credit checks despite the requirement in California Labor Code 1024.5, and
5 California and Federal law. Defendants also required Plaintiffs and Aggrieved Employees to agree
6 to criminal background checks as a condition of obtaining and/or holding employment in violation
7 of the ICRAA and the FCRA, and which failed to abide by the requirements set forth in CA Civil
8 Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing
9 to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing
10 to provide disclosures free of extraneous information, failing to provide a lawful purpose for the
11 background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing
12 to provide a way by which the individual could request a copy of the report, failing to disclose the
13 name, address, and telephone number of the third party preparing the report, and failing to properly
14 obtain authorization or consent to such a background check, and thus was an unlawful background
15 check.

16 217. Defendants required Plaintiffs and Aggrieved Employees to agree to unlawful
17 criminal and/or financial checks, at the start of employment and during employment, that are not in
18 conformance with the applicable laws. Defendants violated Labor Code section 432.5, and knew
19 that these requirements of Plaintiffs and Aggrieved Employees were unlawful.

20 218. Furthermore, Defendants violated California Labor Code section 432.5 by requiring
21 Plaintiffs and Aggrieved Employees to agree in writing to an unlawful waiver of PAGA (titled
22 “Waiver of Representative Action Claims” in Defendants’ Employee Handbook and Alternative
23 Dispute Resolution Agreement) as a condition of employment. Defendants knew that a PAGA
24 representative action waiver was unlawful, as California law has clearly stated that PAGA is a
25 representative action on behalf of the state that cannot be waived and that a court cannot compel
26 arbitration of an aggrieved employee’s individual PAGA claim. *Kim v Reins Int’l California, Inc.*,
27 (2020) 9 Cal. 5th 73, 86-87. *Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348,
28 384. Defendants violated Labor Code section 432.5, by requiring Plaintiffs and Aggrieved

1 Employees to agree, in writing, to an unlawful PAGA waiver.

2 **Penalties**

3 219. Pursuant to California Labor Code § 2699, Plaintiffs, individually, and on behalf of
4 Aggrieved Employees, request and are entitled to recover from Defendants, and each of them, civil
5 penalties, interest, attorneys' fees and costs pursuant, as well as all statutory penalties against
6 Defendants, and each of them, including but not limited to:

7 220. Penalties under California Labor Code § 2699 in the amount of a hundred dollars
8 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars
9 (\$200) for each aggrieved employee per pay period for each subsequent violation;

10 221. Penalties under California Code of Regulations Title 8 § 11040 in the amount of fifty
11 dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred
12 dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

13 222. Penalties under California Labor Code § 210 in addition to, and entirely independent
14 and apart from, any other penalty provided in the California Labor Code in the amount of a hundred
15 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
16 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

17 223. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100) for
18 each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250)
19 for each aggrieved employee per pay period for each subsequent violation;

20 224. Any and all additional penalties as provided by the Labor Code and/or other statutes;
21 and

22 225. Plaintiffs request penalties against Defendants as provided under Lab. Code Section
23 2699(f), plus reasonable attorneys' fees and costs, in amounts to be proved at trial.

24 **DEMAND FOR JURY TRIAL**

25 Plaintiffs hereby demand trial by jury.

26 **PRAYER FOR RELIEF**

27 Plaintiffs, on behalf of themselves and all other Aggrieved Employees, pray for relief and
28 judgment against Defendants, as follows:

1. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
2. For pre-judgment interest on any unpaid overtime compensation from the date such amounts were due pursuant to Labor Code sections 218.6 and 1194;
3. For civil penalties pursuant to Labor Code section 558;
4. For payments pursuant to Labor Code section 226.7(b);
5. Reimbursement of expenses;
6. For costs of suit incurred herein;
7. For such other and further relief as the Court may deem equitable and appropriate;
8. For statutory penalties pursuant to Labor Code section 226(e);
9. For statutory penalties pursuant to Labor Code section 225.5;
10. Restitution and disgorgement;
11. Waiting time penalties pursuant to Labor Code section 203;
12. For statutory penalties pursuant to Labor Code section 204;
13. For the disgorgement of any and all "unpaid wages" and incidental losses, according to proof;
14. For restitution of "unpaid wages" to Plaintiffs and all other Aggrieved Employees and pre-judgment interest from the day such amounts were due and payable;
15. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant as a result of violations of Business and Professions Code section 17200, et seq.;
16. Enter a declaratory judgment declaring that the Defendant has willfully and wrongfully violated their statutory and legal obligations and deprived Plaintiffs and all others who are also similarly situated of their rights, privileges, protections, compensation, benefits and entitlements under the law, as alleged herein;
17. Order a complete and accurate accounting of all the compensation to which the Plaintiffs and all others who are similarly situated are entitled;

18. For compensatory damages against Defendant, including all wages and overtime pay, and statutory damages for violation of California Labor Code Sections 1194, 1197, 1197.1, 1198, 510, 226 owed to Plaintiffs and all other Aggrieved Employees under California law;
19. For “waiting time penalties,” pursuant to Section 203 of the California Labor Code, against Defendants to be paid to Plaintiffs and all other Aggrieved Employees whose employment has terminated with Defendant and who were not timely paid all wages due and owing to them at the time of such termination;
20. For statutory penalties pursuant to Labor Code section 1174.5;
21. For attorneys’ fees and costs as allowed by Section 1021.5 of the California Code of Civil Procedure and the PAGA;
22. For an order requiring Defendant to pay restitution for its unlawful conduct in the State of California;
23. Restitution and disgorgement;
24. Pre-judgment interest;
25. Statutory damages, civil penalties;
26. For reasonable attorneys’ fees and costs; and
27. For such other and further relief as the Court deems proper.

Dated: October 28, 2024

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KOWALSKI EMPLOYMENT LAW CORP.

By: /s/Reuben D. Nathan
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