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ROXANNE WELCH, ALEJANDRA MARTINEZ,

and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO
(UNLIMITED JURISDICTION)**

ROXANNE WELCH and ALEJANDRA
MARTINEZ, on behalf of themselves and all
others similarly situated, and the general
public, and as “Aggrieved Employees” on
behalf of other “Aggrieved Employees” under
the Private Attorneys General Act of 2004,

Plaintiffs,

vs.

WORLDEN INC., a California corporation;
WORLDEN SAN BERNARDINO INC., a
California corporation; WORLDEN EC INC.,
a California corporation; WORLDEN
CALIFORNIA INC., a California corporation;
QILIN CHANG, an individual; CHUNLING
WAN, an individual; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: CIVSB2406245

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 8) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiffs, Roxanne Welch (“Welch”) and Alejandra Martinez (“Martinez”) (hereafter
2 “Plaintiffs”), on behalf of themselves and all others similarly situated, complain and allege as
3 follows:

4 **I. INTRODUCTION**

5 1. Plaintiffs bring this class and representative action based on alleged violations
6 of the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter
7 “the Wage Order”), and the California Business and Professions Code against WORLDEN
8 INC., a California corporation; WORLDEN SAN BERNARDINO INC., a California
9 corporation; WORLDEN EC INC., a California corporation; WORLDEN CALIFORNIA
10 INC., a California corporation; QILIN CHANG, an individual; CHUNLING WAN, an
11 individual; and DOES 1 to 25, inclusive, (collectively “WORLDEN” or “Defendants”).

12 2. As set forth in more detail below, Plaintiffs allege that Defendants are liable to
13 them and other similarly situated workers for unpaid wages, statutory penalties, interest, and
14 related relief. These claims are based on Defendants’ failures to:

15 (A) Pay all wages, including minimum, regular, overtime and doubletime
16 wages, earned for all hours worked at the correct rates of pay;

17 (B) Provide all meal periods;

18 (C) Authorize and permit all rest breaks;

19 (D) Pay premium wages for unprovided meal periods;

20 (E) Pay premium wages for unprovided rest breaks;

21 (F) Indemnify for necessary work-related expenditures;

22 (G) Issue only accurate and complete itemized wage statements; and

23 (H) Provide statements of available sick leave; and

24 (I) Timely pay wages during and upon termination of employment.

25 Accordingly, Plaintiffs now seek to recover unpaid wages, interest, liquidated damages,
26 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

27 **II. THE PARTIES**

28 3. Plaintiff Roxanne Welch is a resident of San Bernardino, California. At all

1 relevant times, Plaintiff Welch was an “employee” within the meaning of Title 8 California
2 Code of Regulations Section 11050 and an “Aggrieved Employee” within the meaning of
3 Labor Code Section 2699(c).

4 4. Plaintiff Alejandra Martinez is a resident of San Bernardino, California. At all
5 relevant times, Plaintiff Martinez was an “employee” within the meaning of Title 8 California
6 Code of Regulations Section 11050 and an “Aggrieved Employee” within the meaning of
7 Labor Code Section 2699(c).

8 5. At all times mentioned herein, Defendant WORLDEN INC. is and was a
9 California corporation. As such, it is a citizen of California based on Plaintiffs’ information
10 and belief.

11 6. At all times mentioned herein, Defendant WORLDEN SAN BERNARDINO
12 INC. is and was a California corporation. As such, it is a citizen of California based on
13 Plaintiffs’ information and belief.

14 7. At all times mentioned herein, Defendant WORLDEN EC INC. is and was a
15 a California corporation. As such, it is a citizen of California based on Plaintiffs’ information
16 and belief.

17 8. At all times mentioned herein, Defendant WORLDEN CALIFORNIA INC. is
18 and was a California corporation. As such, it is a citizen of California based on Plaintiffs’
19 information and belief.

20 9. Defendant QILIN CHANG is a citizen of California based on Plaintiffs’
21 information and belief.

22 10. Defendant CHUNLING WAN is a citizen of California based on Plaintiffs’
23 information and belief.

24 11. In relevant part, Labor Code section 558.1 states:

25 (a) Any employer or other person acting on behalf of an employer, who violates,
26 or causes to be violated, any provision regulating minimum wages or hours and
27 days of work in any order of the Industrial Welfare Commission, or violates, or
causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
held liable as the employer for such violation.

(b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

12. Based on Plaintiffs’ information and belief, Defendant QILIN CHANG is a natural person, and an owner, director, officer, and/or managing agent of WORLDEN, who directly or indirectly, or through his agent, employed or exercised control over the wages, hours, or working conditions of Plaintiffs and the Class Members (defined below). Therefore, he is liable to Plaintiffs and the Class for his violations of, or causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1194, and 2802 pursuant to Labor Code section 558.1.

13. Based on Plaintiffs’ information and belief, Defendant CHUNLING WAN is a natural person, and an owner, director, officer, and/or managing agent of WORLDEN, who directly or indirectly, or through her agent, employed or exercised control over the wages, hours, or working conditions of Plaintiffs and the Class Members (defined below). Therefore, she is liable to Plaintiffs and the Class for her violations of, or causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1194, and 2802 pursuant to Labor Code section 558.1.

14. Plaintiffs are ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but are informed and believe and thereon allege that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiffs will amend the Complaint to allege the true names and capacities of the DOE defendants when ascertained.

15. Plaintiffs are informed and believe and thereon allege that, at all relevant times herein, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. Plaintiffs are further informed and believe and thereon allege that each Defendants acted pursuant to and within the scope of the relationships

1 alleged above, and that at all relevant times, each Defendant knew or should have known about,
2 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
3 Defendants.

4 16. At all relevant times, in perpetrating the acts and omissions alleged herein,
5 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
6 lack of a practice which resulted in Defendants not compensating Plaintiffs and the other Class
7 Members or otherwise complying with their rights in accordance with applicable California
8 labor laws as alleged herein.

9 17. At all relevant times, in perpetrating the acts and omissions alleged herein,
10 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice,
11 or lack thereof, which resulted in Defendants not paying Plaintiffs and other members of the
12 below-described class in accordance with applicable laws as alleged herein.

13 **III. JOINT LIABILITY**

14 18. Plaintiffs are informed and believe, and thereon allege that at all relevant times
15 Defendants operated as a single integrated enterprise with common ownership and centralized
16 human resources. As a result, Defendants utilized the same unlawful policies and practices and
17 subjected all Class Members to these same policies and practices regardless of the location(s)
18 where they worked. Among other things, Plaintiffs are informed and believe that: (1) there is
19 common ownership in, and financial control, in Defendants' companies, (2) Defendants utilize
20 common management, who have control over the day-to-day operations and employment
21 matters, including the power to hire and fire, set schedules, issue employee policies, and
22 determine rates of compensation across its locations in California; (3) Defendants utilize the
23 same policies and procedures for all California employees, including issuing the same
24 employee handbooks and other form agreements; (4) Defendants use at least some of the same
25 Human Resources personnel and attorneys to oversee employment matters; and, (6)
26 Defendants share employees.

27 19. Plaintiffs are informed and believe, and thereon allege that at all times relevant
28 to this Complaint, Defendants were the joint employers of Plaintiffs and the Class Members

1 upon whose behalf Plaintiffs bring these allegations and causes of action, in that Defendants,
2 exercised sufficient control over Plaintiffs and the Class Members' wages, hours and working
3 conditions, and/or suffered or permitted Plaintiffs and the Class Members to work so as to be
4 considered the joint employers of Plaintiffs and the Class Members. As such, Defendants
5 exercised control over various aspects of Plaintiffs' employment including but not limited to
6 creating and implementing policies to which Plaintiffs were subjected to and/or controlling the
7 payment of wages and/or compensation for Plaintiffs and other Class Members.

8 20. Upon further information and belief, Plaintiffs allege that Defendants created a
9 uniform set of policies, practices and/or procedures concerning, inter alia, pay rates,
10 timekeeping practices, meal and rest periods, and/or other working conditions that were
11 distributed to, and/or applied to Plaintiffs and Class Members, and further that Defendants
12 uniformly compensated and controlled the wages of Plaintiffs and Class Members in a uniform
13 manner.

14 21. Thus, Defendants collectively exercised the right to control the wages, hours
15 and working conditions of Plaintiffs and Class Members. Plaintiffs are informed and believe
16 that Defendants exercised the same control over, applied the same policies and practices, and
17 engaged in the same acts and omissions with regard to all Class Members. By reason of their
18 status as joint employers of Plaintiffs and the Class Members, Defendants are each liable for
19 violations of the California Labor Code and applicable Wage Orders as to all Class Members.

20 **IV. CLASS ALLEGATIONS**

21 22. This action has been brought and may be maintained as a class action pursuant
22 to California Code of Civil Procedure section 382 because there is a well-defined community
23 of interest among the persons who comprise the readily ascertainable class defined below and
24 because Plaintiffs are unaware of any difficulties likely to be encountered in managing this
25 case as a class action.

26 23. **Class Definition:** The Class is defined as follows: All persons Defendants
27 employed in California as hourly, non-exempt employees, at any time during the period
28 beginning four years prior to the filing of this action and ending on the date that final judgment

1 is entered in this action (“Class” or “Class Members”).

2 24. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiffs reserve
3 the right to amend or modify the class definition with greater specificity, by further division
4 into subclasses and/or by limitation to particular issues.

5 25. **Numerosity:** The Class Members are so numerous that the individual joinder
6 of each individual Class Member is impractical. While Plaintiffs do not currently know the
7 exact number of Class Members, Plaintiffs are informed and believe that the actual number
8 exceeds the minimum required for numerosity under California laws.

9 26. **Commonality and Predominance:** Common questions of law and fact exist as
10 to all Class Members and predominate over any questions which affect only individual Class
11 Members. These questions include, but are not limited to:

12 A. Whether Defendants failed to pay all wages earned to Class Members for
13 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
14 meal period premium and rest period premium wages;

15 B. Whether Defendants failed to provide the Class Members with all meal
16 periods in compliance with California law;

17 C. Whether Defendants failed to authorize and permit the Class Members to
18 take all rest periods in compliance with California law;

19 D. Whether Defendants failed to indemnify the Class Members for the
20 reasonable expenses they incurred during the course of performing their duties;

21 E. Whether Defendants knowingly and intentionally failed to provide the
22 class with accurate and complete itemized wage statements;

23 F. Whether Defendants willfully failed to provide the class with timely
24 wages during and upon termination of employment;

25 G. Whether Defendants engaged in unfair competition within the meaning of
26 Business and Professions Code sections 17200, et seq., with respect to the Class; and

27 H. Whether Class Members are entitled to restitution of money or property
28 that Defendants may have acquired from them through alleged Labor Code violations.

1 27. **Typicality:** Plaintiffs’ claims are typical of the other Class Members’ claims.
2 Plaintiffs are informed and believe and thereon allege that Defendants have a policy and/or
3 practice, or lack thereof, which resulted in Defendants failing to comply with the California
4 Labor Code, the Wage Order, and the Business and Professions Code.

5 28. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives
6 in that they have no interests that are adverse to, or otherwise in conflict with, the interests of
7 absent Class Members. Plaintiffs are dedicated to vigorously prosecuting this action on behalf
8 of Class Members. Plaintiffs will fairly and adequately represent and protect the interests of
9 Class Members.

10 29. **Adequacy of Class Counsel:** Plaintiffs’ counsel are adequate class counsel in
11 that they have no known conflicts of interest with Plaintiffs or absent Class Members, are
12 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
13 on behalf of Plaintiffs and absent Class Members.

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

25 **V. STATEMENT OF FACTS**

26 31. Wage Order 5-2001 applies to “all persons employed in the public
27 housekeeping industry,” where “Public Housekeeping Industry” includes “Restaurants.” (*Id.*,
28 §§ 1 & 2(P)(1).). At all relevant times during the applicable limitations period, WORLDEN

1 operated a restaurant. Accordingly, Plaintiffs and the Class Members are entitled to the
2 protections provided under the Wage Order.

3 32. WORLDEN first began to employ Plaintiff Welch in or around July 2023 to
4 work at its Golden Corral Buffet & Grill located at 325 E Hospitality Ln, San Bernardino, CA
5 92408. Welch's job duties included stocking fruits and vegetables and making sure the buffet
6 was fully stocked. Welch generally worked five days a week and her schedule varied. Welch's
7 latest rate of pay was approximately \$15.50 per hour. Welch's employment ended on or
8 around August 25, 2023.

9 33. WORLDEN first began to employ Plaintiff Martinez on or around April 20,
10 2023 at its Golden Corral Buffet & Grill located at 325 E Hospitality Ln, San Bernardino, CA
11 92408. Martinez's job duties included cashier, line attendant, and waitress. Martinez generally
12 worked six days a week and her schedule varied. Martinez's employment ended on or around
13 August 5, 2023.

14 34. At all relevant times, WORLDEN issued wages to Plaintiffs and all of the other
15 Class Members on a bi-weekly basis and paid them by the hour. At all relevant times,
16 WORLDEN classified Plaintiffs and all of the other Class Members as non-exempt employees
17 entitled to the protections of the Labor Code and the Wage Order.

18 35. WORLDEN failed to pay Plaintiffs and the other Class Members for all time
19 worked or subject to its control. Plaintiffs and the other Class Members consistently worked
20 "off the clock" in that the company had a policy and practice of "time shaving" which led to
21 Plaintiffs and the Class Members not being paid for all hours worked, which would include the
22 minimum wage. Moreover, at all relevant times, WORLDEN required Plaintiffs and the Class
23 Members to perform work while clocked-out and failed to compensate them for this time.
24 WORLDEN management, including "Fernando", "Asmar", "Brenda", and "Maria", would
25 often speak to Plaintiffs and the Class Members about work-related matters before the start of
26 their shifts or after their shifts had ended. Plaintiff Martinez would consistently receive texts
27 from her managers concerning work related matters and scheduling. Furthermore, to the extent
28 Plaintiffs and the Class Members worked through their meal periods and those meal periods

1 were interrupted, they were not compensated for that time, which would be akin to a minimum
2 wage violation.

3 36. Due to the above “off the clock” violations, WORLDEN failed to pay Plaintiffs
4 and the Class Members properly-calculated overtime wages. The Class Members’ actual work
5 hours, which included the “off the clock” work as described above, entitled them to overtime,
6 however, it was not company policy to keep accurate track of all hours worked and to pay
7 employees the accurate amount of overtime, especially since the “off the clock” work was not
8 factored into the equation. Furthermore, any incentive payments and/or bonus payments were
9 not factored into employees’ regular rate of pay for purposes of deciphering the correct
10 overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into
11 the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021)
12 11 Cal. 5th 858, 863.

13 37. In addition, WORLDEN manipulated employees’ tips and did not timely
14 provide the cash tips to Plaintiffs and the other employees. As such, Class Members were not
15 given accurate tips to which they were entitled in violation of California Labor Code Section
16 351 and 353.

17 38. WORLDEN failed to provide all compliant meal periods and authorize and
18 permit all compliant rest periods to which Plaintiffs and the other Class Members were
19 entitled. Plaintiffs and the other Class Members were entitled to take off-duty, uninterrupted
20 30-minute meal periods before the fifth hour of work and to take uninterrupted 10-minute rest
21 periods for every four hours or major fraction thereof worked. Due to the press of business and
22 understaffing, Plaintiffs and the Class Members would not be able to take timely,
23 uninterrupted meal periods before the 5th hour worked. In fact, Plaintiff Martinez was often
24 left alone as the only cashier, and was also left alone to close (even though there should be two
25 people at closing). As such, it was impossible for her to take her breaks. When Plaintiffs and
26 the Class Members tried to take a meal period, WORLDEN managers, staff and/or the
27 restaurant patrons would interrupt them with requests for assistance. Similarly, Plaintiffs and
28 the other Class Members were not able to take their 10-minute rest breaks due to the work

1 load/ press of business. Meal and rest breaks were definitively not part of WORLDEN's
2 culture, especially in a fast-paced restaurant environment. On information and belief,
3 WORLDEN did not provide premium wages for these meal and rest break violations; if
4 WORLDEN did provide premium wages, they were not paid at the correct rate, as explained
5 above.

6 39. WORLDEN failed to reimburse Plaintiffs and the other Class Members for
7 business expenses they incurred in direct consequence of the discharge of their duties.
8 WORLDEN required Plaintiffs and the other Class Members to use their own personal cell
9 phones to communicate with ownership/management concerning work matters and
10 scheduling. WORLDEN did not reimburse Plaintiffs and the other Class Members for these
11 expenses. Accordingly, WORLDEN was in violation of California Labor Code sections 2800
12 and 2802.

13 40. WORLDEN failed to pay its employees all wages due to them within any time
14 period specified by California Labor Code section 204, including the minimum wages and
15 overtime as described above as well as meal/rest break premiums.

16 41. WORLDEN did not provide Plaintiffs and the other Class Members accurate,
17 itemized wage statements. Wage statements must include all hours worked, overtime hours
18 worked, all applicable hourly rates, the correct legal name and correct address of employer
19 entity, gross wages earned, all deductions, net wages earned, reimbursement for business
20 expenses, the correct start and end of the applicable pay period, the employee ID numbers or
21 social security numbers, among other items. Labor Code § 226(a)(2). WORLDEN issued wage
22 statements that inaccurately reflected total hours worked, gross and net wages earned, and the
23 number of hours worked at each hourly rate because of WORLDEN's failure to properly pay
24 wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9). WORLDEN's failure to
25 maintain accurate records as to the hours worked daily by employees also constitutes a
26 violation of Labor Code section 1174(d).

27 42. Finally, because WORLDEN did not properly pay all wages earned as
28 explained herein, WORLDEN also failed to pay final wages owed to Plaintiffs and the other

1 Class Members in violation of Labor Code section 203. These earned but unpaid wages
2 include minimum wages and compensation for all hours worked, overtime compensation,
3 premium pay for missed meal and rest breaks, and business expense reimbursement, among
4 others.

5 43. Moreover, WORLDEN failed to provide paid sick leave and/or correctly
6 calculated sick leave wages to Plaintiffs and the other Class Members and failed to provide
7 Plaintiffs and all of the other Class Members with statements of sick leave available, or paid
8 time off in lieu of sick leave, in violation of Labor Code sections 233 and 246. WORLDEN
9 has also violated Labor Code section 558 and engaged in business practices which violate
10 Business and Professions Code Section 17200.

11 44. For the reasons stated herein, Plaintiffs alleges that as a result of Defendants'
12 unlawful practices and policies, Plaintiffs and the Class Members were:

- 13 A. Not provided with all off duty meal periods;
- 14 B. Not authorized and permitted to take all rest break periods;
- 15 C. Not paid one hour's pay for each workday in which Defendants failed to
16 authorize and permit them to take one or more timely rest periods;
- 17 D. Not paid one hour's pay for each workday in which Defendants failed to
18 provide them with one or more timely meal periods;
- 19 E. Not paid all wages earned, including, but not limited to, minimum,
20 regular, overtime, and doubletime wages for work performed while clocked out;
- 21 F. Not indemnified for all necessary business expenditures incurred during
22 the discharge of their duties;
- 23 G. Not provided with accurate and complete wage statements; and
- 24 H. Not timely paid all earned and unpaid wages at the time their
25 employment ended.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

3 **AT THE CORRECT RATES OF PAY**

4 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

5 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

6 45. Plaintiffs incorporate all paragraphs of the Complaint as if fully alleged herein.

7 46. At all relevant times, Plaintiffs and the Class Members have been employees of
8 Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
9 1197, and 1198, and the Wage Order.

10 47. Section 2(K) of Wage Order 5-2001/, respectively, define “hours worked” as
11 “the time during which an employee is subject to the control of an employer, and includes all
12 the time the employee is suffered or permitted to work, whether or not required to do so.”

13 48. Section 3 of the Wage Order states:

14 (A) Daily Overtime - General Provisions

15 (1) The following overtime provisions are applicable to
16 employees 18 years of age or over and to employees 16 or
17 17 years of age who are not required by law to attend
18 school and are not otherwise prohibited by law from
19 engaging in the subject work. Such employees shall not
20 be employed more than eight (8) hours in any workday or
21 more than 40 hours in any workweek unless the employee
22 receives one and one-half (1 ½) times such employee’s
23 regular rate of pay for all hours worked over 40 hours in
24 the workweek. Eight (8) hours of labor constitutes a day’s
25 work. Employment beyond eight (8) hours in any
26 workday or more than six (6) days in any workweek is
27 permissible provided the employee is compensated for
28 such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s
regular rate of pay for all hours worked in excess
of eight (8) hours up to and including 12 hours in
any workday, and for the first eight (8) hours
worked on the seventh (7th) consecutive day of
work in a workweek.

(b) Double the employee’s regular rate of pay for

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

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

49. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

50. Labor Code section 510 states:

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

51. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

52. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

53. California Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

54. In conjunction, these provisions of the California Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should

1 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
2 *Co.* (2000) 22 Cal.4th 575, 585.)

3 55. With respect to overtime wages, the regular rate of pay under California law
4 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
5 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
6 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
7 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
8 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
9 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

10 56. As described above, at all relevant times during the applicable limitations
11 period, Defendants failed to compensate Plaintiffs and the Class Members for all hours
12 worked, including, but not limited to minimum, regular, overtime and doubletime wages for
13 all minimum, regular, overtime and doubletime hours, respectively, that they worked at the
14 correct rates of pay.

15 57. Plaintiffs are informed and believe and thereon allege that, at all relevant times,
16 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
17 failure to compensate Plaintiffs and the other Class Members for all hours worked at the
18 correct rates of pay as required by California law.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST BREAKS**

21 **(Lab. Code §§ 226.7 and 1198)**

22 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

23 58. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

24 59. At all relevant times during the applicable limitations period, Plaintiffs and the
25 Class Members have been employees of Defendants and entitled to the benefits and
26 protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

27 60. In relevant part, Labor Code § 1198 states,

28 “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.”

61. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

62. In addition, Labor Code Section 226.7 states

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

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

63. Pursuant to the Wage Order, Plaintiffs and the Class Members were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

64. Defendants intentionally failed to authorize and permit Plaintiffs and the Class

1 Members to take all 10-minute rest periods free from any work duties in accordance with the
2 Wage Order.

3 65. At all relevant times, Defendants failed to authorize and permit Plaintiffs and
4 the Class Members to take all timely rest periods. Furthermore, Defendants failed to pay
5 premium wages to Plaintiffs and the Class Members for days on which they failed to authorize
6 and permit Plaintiffs and the other Class Members to take timely rest periods.

7 66. At all relevant times, Defendants failed to authorize and permit Plaintiffs and
8 the Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
9 major fraction thereof. Defendants did not seek an exemption from the rest period protections
10 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
11 Defendants failed to pay Plaintiffs and the Class Members premium wages on workdays they
12 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
13 major fraction thereof.

14 67. Plaintiffs are informed and believe and thereon allege that, at all relevant times
15 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
16 policy which resulted in Defendants not authorizing and permitting Plaintiffs and the Class
17 Members to take all rest breaks required by California law.

18 68. Defendants failed to provide Plaintiffs with all required rest breaks in
19 accordance with the Wage Order. Plaintiffs are informed and believe and thereon allege that,
20 at relevant times within the applicable limitations period, Defendants had a policy, practice, or
21 a lack of a policy which resulted in Defendants not providing the Class Members with all rest
22 breaks required by California law.

23 69. Defendants failed to pay Plaintiffs the additional wages required by California
24 Labor Code § 226.7 for all rest breaks not provided to them. Plaintiffs are informed and
25 believe and thereon allege that, at relevant times within the applicable limitations period,
26 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
27 Defendants not providing the Class Members with additional wages for all rest breaks not
28 provided to them as required by California Labor Code § 226.7.

1 70. As a result of Defendants' unlawful conduct, Plaintiffs and the Class Members
2 have suffered damages in amounts subject to proof to the extent they were not paid additional
3 wages owed for all rest breaks not provided to them.

4 71. By reason of the above, Plaintiffs and the Class Members are entitled to
5 premium wages for workdays in which one or more rest breaks were not provided to them
6 pursuant to California Labor Code § 226.7.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PROVIDE MEAL PERIODS**

9 **(Lab. Code §§ 226.7, 512, and 1198)**

10 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

11 72. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

12 73. At all relevant times during the applicable limitations period, Plaintiffs and the
13 Class Members have been employees of Defendants and entitled to the benefits and
14 protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

15 74. In relevant part, Labor Code § 1198 states,
16 “The maximum hours of work and the standard conditions of labor
17 fixed by the commission shall be the maximum hours of work and the
18 standard conditions of labor for employees. The employment of any
19 employee for longer hours than those fixed by the order or under
20 conditions of labor prohibited by the order is unlawful.”

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

 76. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee...

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

77. In relevant part, California Labor Code § 226.7 states:

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

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

78. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiffs and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

79. As described above, Defendants intentionally failed to provide Plaintiffs and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they failed to provide Plaintiffs and the other Class Members with timely meal periods.

1 80. Plaintiffs are informed and believe and thereon allege that, at all relevant times
2 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
3 policy which resulted in Defendants not providing Plaintiffs and the Class Members with all
4 off-duty meal periods required by California law.

5 81. As a result of Defendants' unlawful conduct, Plaintiffs and the Class Members
6 have suffered damages in amounts subject to proof to the extent they were not paid additional
7 wages owed for all meal periods not provided to them.

8 82. By reason of the above, Plaintiffs and the Class Members are entitled to
9 premium wages for workdays in which one or more meal periods were not provided to them
10 pursuant to California Labor Code § 226.7.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO INDEMNIFY**

13 **(Lab. Code §§ 1198 & 2802)**

14 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

15 83. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

16 84. At all relevant times, Plaintiffs and the Class Members were employees of
17 Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198
18 and 2802, and the Wage Order.

19 85. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
20 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
21 direct consequence of the discharge of his or her duties." Additionally, the Wage Order states,

22
23 (A) When uniforms are required by the employer to be worn by the employee as
24 a condition of employment, such uniforms shall be provided and maintained by
the employer.

25 ...

26 (B) When tools or equipment are required by the employer or are necessary to
27 the performance of a job, such tools and equipment shall be provided and
28 maintained by the employer, except that an employee whose wages are at least
two (2) times the minimum wage provided herein may be required to provide

1 and maintain hand tools and equipment customarily required by the particular
2 trade or craft in conformity with Labor Code Section 2802.

3 Wage Order, § 9(A) and (B).

4 86. California Labor Code § 1198 prohibits employers from employing their
5 employees under conditions prohibited by the Wage Order.

6 87. As described above, at all relevant times, WORLDEN required Plaintiffs and the
7 Class Members to incur certain business expenses in the course of performing their duties,
8 including but not limited to use of their own personal mobile phones. However, WORLDEN did
9 not provide these items and did not reimburse Plaintiffs and the Class Members for these
10 business expenses.

11 88. Plaintiffs are informed and believe and thereon allege that, at all relevant times,
12 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
13 Defendants' failure to indemnify Plaintiffs and the Class Members for the reasonable expenses
14 they incurred during the course of performing their duties.

15 89. Accordingly, with respect to this cause of action, on behalf of themselves and
16 the Class Members, Plaintiffs pray for the above stated relief, costs, and all reasonable
17 attorneys' fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

20 **(California Labor Code Section 226)**

21 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

22 90. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

23 91. Pursuant to California Labor Code § 226(a), Plaintiffs and the Class Members
24 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
25 itemized statement showing:

26 A. Gross wages earned;

27 B. Total hours worked by the employee, except for any employee whose
28 compensation is solely based on a salary and who is exempt from payment of overtime under
subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

1 C. The number of piece rate units earned and any applicable piece rate if the
2 employee is paid on a piece-rate basis;

3 D. All deductions, provided that all deductions made on written orders of the
4 Employee may be aggregated and shown as one item;

5 E. Net wages earned;

6 F. The inclusive dates of the period for which the employee is paid;

7 G. The name of the employee and his or her social security number, except
8 that by January 1, 2008, only the last four digits of his or her social security number or an
9 employee identification number other than a social security number may be shown on the
10 itemized statement;

11 H. The name and address of the legal entity that is the employer; and

12 I. All applicable hourly rates in effect during the pay period and the
13 corresponding number of hours worked at each hourly rate by the employee.

14 92. Pursuant to California Labor Code § 226, an employee is deemed to suffer
15 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
16 suffer injury if the employer fails to provide accurate and complete information as required by
17 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
18 from the wage statement alone one or more of the following:

19 A. The amount of the gross wages or net wages paid to the employee during
20 the pay period or any of the other information required to be provided on the itemized wage
21 statement pursuant to California Labor Code § 226(a);

22 B. Which deductions the employer made from gross wages to determine the
23 net wages paid to the employee during the pay period;

24 C. The name and address of the employer and, if the employer is a farm
25 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
26 name and address of the legal entity that secured the services of the employer during the pay
27 period;

28 D. The name of the employee and only the last four digits of his or her social

1 security number or an employee identification number other than a social security number; and

2 E. The number of piece-rate units earned and the piece rate.

3 93. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
4 means a reasonable person would be able to readily ascertain the information without
5 reference to other documents or information.

6 94. As alleged herein, at all relevant times during the applicable limitations period,
7 Defendants violated California Labor Code section 226 because they did not properly and
8 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
9 worked, the corresponding number of hours worked at each rate by the employee and other
10 requirements of California Labor Code section 226. Defendants failed to state in the wage
11 statements they issued to Plaintiffs and the other Class Members all their hours worked and
12 wages earned, including, but not limited to, regular and overtime wages for work they
13 performed off-the-clock (as described above). Defendants knowingly and intentionally did not
14 issue either as a detachable part of the check, draft, or voucher paying the employee’s wages,
15 or separately if wages are paid by personal check or cash, statements to Plaintiffs and the Class
16 Members that state all overtime wages earned, all minimum wages earned, all regular wages
17 earned, all meal period premium wages earned, all rest break premium wages earned, gross
18 wages earned, net wages earned, all hourly rates, and all hours worked at each rate of pay.

19 95. Defendants’ failure to provide Plaintiffs and the other Class Members with
20 accurate wage statements was knowing and intentional. Defendants had the ability to provide
21 Plaintiffs and the other Class Members with accurate wage statements but intentionally
22 provided wage statements that Defendants knew were not accurate.

23 96. As a result of being provided with inaccurate wage statements by Defendants,
24 Plaintiffs and the other Class Members have suffered injury. Their legal rights to receive
25 accurate wage statements were violated and they were misled about the amount of wages they
26 had actually earned and were owed. In addition, the absence of accurate information on their
27 wage statements prevented immediate challenges to Defendants’ unlawful pay practices, has
28 required discovery and mathematical computations to determine the amounts of wages owed,

1 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
2 led to the submission of inaccurate information about wages to state and federal government
3 agencies. Further, Plaintiffs and the other Class Members were not able to ascertain from the
4 wage statements whether Defendants complied with their obligations under California Labor
5 Code section 226(a).

6 97. Pursuant to California Labor Code § 226(e), Plaintiffs and the class are entitled
7 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
8 period in which a violation of California Labor Code § 226(a) occurred and one hundred
9 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
10 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
11 entitled to an award of costs and reasonable attorneys' fees.

12 **SIXTH CAUSE OF ACTION**

13 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

14 **(California Labor Code Sections 201-203)**

15 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

16 98. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

17 99. At all relevant times during the applicable limitations period, Plaintiffs and the
18 Class have been employees of Defendants and entitled to the benefits and protections of
19 California Labor Code §§ 201–203, and the Wage Order.

20 100. Labor Code § 201 provides that all earned and unpaid wages of an employee
21 who is discharged are due and payable immediately at the time of discharge.

22 101. Labor Code § 202 provides that all earned and unpaid wages of an employee
23 who quits after providing at least 72-hours notice before quitting are due and payable at the
24 time of quitting and that all earned and unpaid wages of an employee who quits without
25 providing at least 72-hours notice before quitting are due and payable within 72 hours.

26 102. Labor Code § 203 provides that the wages of an employee continue on a daily
27 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
28 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

103. The Defendants failed to pay Plaintiffs and all of the other Class Members whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Defendants, including minimum wages, regular wages, overtime wages, unprovided meal period premium wages, and unprovided rest break premium wages. Additionally, the Defendants failed to issue to Plaintiffs and all of the other Class members whose employment ended their final paychecks within the required time periods.

104. By failing to pay such earned wages to Plaintiffs and the Class Members, Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code § 201 or § 202.

105. Plaintiffs are informed and believe that Defendants' failures to timely pay Plaintiffs and the Class Members all of their earned and unpaid wages (described above) have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order, even though at all relevant times, they have had the ability to comply with those legal requirements.

106. Pursuant to Labor Code § 203, Plaintiffs seek waiting time penalties on behalf of themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698, *et seq.*)

(By Plaintiffs and the Aggrieved Employees against all Defendants)

107. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

108. The “Aggrieved Employees” are all members of the Class defined above who Defendants employed during the period beginning September 14, 2022 and ending on the date that final judgment is entered in this action.

109. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,

1 of any calendar month shall be paid for between the 16th and the 26th day of the
2 month during which the labor was performed, and labor performed between the
3 16th and the last day, inclusive, of any calendar month, shall be paid for
4 between the 1st and 10th day of the following month. ...

5 (b) (1) Notwithstanding any other provision of this section, all wages
6 earned for labor in excess of the normal work period shall be paid no later than
7 the payday for the next regular payroll period.

8 (2) An employer is in compliance with the requirements of subdivision (a)
9 of Section 226 relating to total hours worked by the employee, if hours worked
10 in excess of the normal work period during the current pay period are itemized
11 as corrections on the paystub for the next regular pay period. Any corrections set
12 out in a subsequently issued paystub shall state the inclusive dates of the pay
13 period for which the employer is correcting its initial report of hours worked.

14 (c) However, when employees are covered by a collective bargaining
15 agreement that provides different pay arrangements, those arrangements shall
16 apply to the covered employees.

17 (d) The requirements of this section shall be deemed satisfied by the
18 payment of wages for weekly, biweekly, or semimonthly payroll if the wages
19 are paid not more than seven calendar days following the close of the payroll
20 period.

21 110. Defendants paid wages to employees on regular intervals. Defendants,
22 however, failed to pay Plaintiffs on such intervals for all wages earned and all hours worked.
23 On information and belief, Plaintiffs allege that Defendants also failed to pay the Aggrieved
24 Employees on such intervals for all wages earned and all hours worked.

25 111. Labor Code section 1174, which also pertains to recordkeeping, states:

26 Every person employing labor in this state shall

27 ...

28 (c) Keep a record showing the names and addresses of all employees employed
and the ages of all minors.

(d) Keep, at a central location in the state or at the plants or establishments at
which employees are employed, payroll records showing the hours worked
daily by and the wages paid to, and the number of piece-rate units earned by
and any applicable piece rate paid to, employees employed at the respective
plants or establishments. These records shall be kept in accordance with rules
established for this purpose by the commission, but in any case shall be kept on
file for not less than three years. An employer shall not prohibit an employee
from maintaining a personal record of hours worked, or, if paid on a piece-rate
basis, piece-rate units earned.

1 112. Defendants failed to compensate Plaintiffs and all of the other Aggrieved
2 Employees for all hours worked at the correct rates of pay, including all minimum wages
3 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
4 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
5 net wages earned, and related compensation. As a result, Defendants have failed to accurately
6 maintain all records required by section 1174 and the Wage Order, including but not limited to
7 Plaintiffs and all of the other Aggrieved Employees' total hours worked, total wages paid, and
8 applicable hourly rates during each payroll period.

9 113. During the applicable time period, Defendants violated California Labor Code
10 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 351, 353, 510, 512, 558, 558.1, 1174, 1194, 1197,
11 1198, and 2802.

12 114. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
13 behalf of themselves and other current or former employees, to bring a civil action to recover
14 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

15 115. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiffs and the Class
16 Members are entitled to recover civil penalties for each of the Defendants' violations of
17 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 351, 353, 510, 512, 558,
18 558.1, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the
19 following amounts:

20 A. For violations of California Labor Code § 204, one hundred dollars
21 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
22 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
23 established by California Labor Code § 210).

24 B. For violations of California Labor Code § 226(a), two hundred fifty
25 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
26 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
27 established by California Labor Code § 226.3).

28 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty

1 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
2 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
3 established by California Labor Code § 558).

4 D. For violations of California Labor Code § 1174, five hundred dollars
5 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
6 California Labor Code § 1174.5).

7 E. For violations of California Labor Code § 1197, one hundred dollars
8 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
9 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
10 per pay period (regardless of whether the initial violations were intentionally committed)
11 (penalty amounts established by California Labor Code § 1197.1).

12 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
13 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
14 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
15 pay period for each subsequent violation (penalty amounts established by California Labor
16 Code § 2699(f)(2)).

17 116. Plaintiffs have complied with the procedures for bringing suit specified in
18 California Labor Code § 2699.3. By letters dated September 14, 2023 and January 29, 2024,
19 Plaintiffs filed written notices online with the Labor and Workforce Development Agency
20 (“LWDA”) and gave written notices by certified mail to Defendants of the specific provisions
21 of the California Labor Code alleged to have been violated, including the facts and theories to
22 support the alleged violations. Plaintiffs accompanied their LWDA notice with a fee in the
23 amount of \$75.00. The LWDA has failed to take action in response within 65 calendar days of
24 the date of Plaintiffs’ notice, but Plaintiffs anticipate that the LWDA will provide written notice
25 to Plaintiffs informing them that it does not intend to investigate these allegations.

26 117. Pursuant to California Labor Code § 2699(g), Plaintiffs and the Aggrieved
27 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
28 connection with their claims for civil penalties.

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

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

4 **(By Plaintiffs, on behalf of themselves and the Class, against all Defendants)**

5 118. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

6 119. At all relevant times during the applicable limitations period, Plaintiffs and the
7 Class Members have been employees of Defendants and entitled to the benefits and
8 protections of the Business and Professions Code §§ 17200, *et seq.*

9 120. The unlawful conduct of Defendants alleged herein amounts to and constitutes
10 unfair competition within the meaning of California Business & Professions Code §§ 17200,
11 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
12 unfairly gained a competitive advantage over other comparable companies doing business in
13 California that comply with their legal obligations to compensate employees for all earned
14 wages.

15 121. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and
16 the Class Members have suffered injuries in fact and lost money or property. Plaintiffs and the
17 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
18 meal period premium wages, missed rest period premium wages, phone, and other expenses,
19 and comparable money and property.

20 122. Pursuant to California Business & Professions Code § 17203, Plaintiffs and
21 the Class Members are entitled to restitution of all monies rightfully belonging to them that
22 Defendants did not pay them or otherwise retained by means of their unlawful and unfair
23 business practices.

24 123. Plaintiffs and the Class Members are entitled to reasonable attorneys' fees in
25 connection with their unfair competition claims pursuant to California Code of Civil
26 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

27 ///

28 ///

1 **VI. PRAYER FOR RELIEF**

2 124. WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members,
3 pray for relief and judgment against Defendants as follows:

4 A. An order that the action be certified as a class action with respect to
5 Plaintiffs' claims for violations of California law;

6 B. An order that Plaintiffs be appointed class representatives;

7 C. An order that counsel for Plaintiffs be appointed class counsel;

8 D. Unpaid wages, including minimum, regular, overtime, double-time, split
9 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
10 time, and reporting time wages;

11 E. Liquidated damages;

12 F. Statutory penalties, including waiting time penalties;

13 G. Civil penalties;

14 H. Restitution;

15 I. Declaratory relief;

16 J. Actual damages;

17 K. Pre-judgment interest;

18 L. Costs of suit;

19 M. Reasonable attorneys' fees; and

20 N. Such other relief as the Court deems just and proper.

21 **VII. DEMAND FOR JURY TRIAL**

22 Plaintiffs, on behalf of themselves and all other Class Members, hereby demand a jury
23 trial on all issues so triable.

24 Dated: February 21, 2024

MM LAW, APC

25 By Maralle Messrelan
26 Maralle Messrelan, Esq.
27 Attorneys for Plaintiffs,
28 ROXANNE WELCH, ALEJANDRA
MARTINEZ, and all others similarly
situated