

Superior Court of California
County of Sacramento

By: N. Young Deputy

1 Plaintiff, LEXIE BURNLEY (“Plaintiff”), individually and on behalf of other aggrieved
2 employees, hereby files this Complaint against Defendants 614 SUTTER INC., a California
3 corporation; BULENT OZEL, an individual; SERKAN BIKIM, an individual, and Does 1 through
4 20 (collectively “Defendants”). Plaintiff alleges the following:

5 **INTRODUCTION**

6 1. This is an individual and representative civil action brought by Plaintiff, a former
7 employee of Defendants, seeking damages and penalties for wrongful and retaliatory termination in
8 violation of Labor Code section 98.6 and California public policy for exercising her rights under the
9 Healthy Workplace Healthy Family Act, Cal. Lab. Code §§ 245-249 (“HWHFA”), and California’s
10 Unfair Business Practices laws (Cal. Bus. & Prof. Code §§ 17200 et seq.) (“UCL”) and for Labor
11 Code violations including failure to provide compliant meal and rest periods, failure to pay all
12 minimum wages and overtime wages, failure to reimburse for necessary business expenditures,
13 failure to provide compliant wage statements, and for waiting time penalties. Plaintiff also seeks
14 penalties for the foregoing violations of the California Labor Code on behalf of herself and other
15 aggrieved employees, pursuant to the Labor Code Private Attorney General Act (Cal. Lab. Code
16 §2698 et seq.) (“PAGA”).

17 **PARTIES AND JURISDICTION**

18 2. Plaintiff LEXIE BURNLEY is an individual over the age of eighteen (18) and at all
19 times mentioned in this Complaint was a resident of the State of California.

20 3. During all relevant times, Plaintiff worked for Defendants as a non-exempt Server at
21 Defendants’ restaurant known as Fiori Italian Pizzeria, in Folsom, California.

22 4. Plaintiff is informed and believes, and thereon alleges, that Defendant 614 SUTTER
23 INC. (“614 SUTTER”) is a California Corporation with its principal place of business in Folsom,
24 California, and doing business as a full-service restaurant known as Fiori Italian Pizzeria. At all times
25 herein, 614 SUTTER was Plaintiff’s employer within the meaning of all applicable state laws and
26 statutes.

5. Plaintiff is informed and believes, and thereon alleges, that Defendant BULENT OZEL (“OZEL”) is an individual and co-owner, director, officer and/or managing agent of Defendant 614 SUTTER INC., dba Fiori Italian Pizzeria within the meaning of California Labor Code section 558.1.

6. Plaintiff is informed and believes, and thereon alleges, that Defendant SERKAN BIKIM (“BIKIM”) is an individual and co-owner, director, officer and/or managing agent of Defendant 614 SUTTER INC., dba Fiori Italian Pizzeria within the meaning of California Labor Code section 558.1.

7. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive, when they have been determined.

8. The Sacramento County Superior Court has jurisdiction in this matter under the California Constitution, Article VI, section 10, and the California Labor Code.

9. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

ADMINISTRATIVE EXHAUSTION

10. On April 14, 2026, Plaintiff filed a Labor Code § 2699 PAGA Notice with the California Labor & Workforce Development Agency (“LWDA”). On June 16, 2026, Plaintiff filed her Amended Notice. After 65 days of submission of Plaintiff’s PAGA notice without a response from the LWDA, Plaintiff is deputized to represent herself, other aggrieved employees, and the California Labor Commissioner for the purpose of collecting civil penalties for violations of the

1 California Labor Code committed by Defendants. On June 23, 2026, Plaintiff filed an Amended
2 PAGA Notice with the LWDA and sent via Certified Mail to Defendants on June 24, 2026.

3 **GENERAL ALLEGATIONS**

4 11. Plaintiff worked as a non-exempt Server for Defendants from approximately January
5 2025 until her wrongful termination on or about December 12, 2025. Plaintiff was at all times
6 classified by Defendants as a non-exempt employee, and was entitled to compliant meal and rest
7 breaks, minimum wages for all hours worked, overtime pay, tips earned from customers, reasonable
8 reimbursement for use of her personal cell phone and cellular plan, compliant wage statements, and
9 timely pay upon termination. Plaintiff was further entitled to accrue and use sick leave under
10 California's Healthy Workplace Healthy Family Act ("HWHFA") (Labor Code §§ 245-249 et seq.)
11 without retaliation or discipline.

12 12. Defendants had an illegal policy and practice of pooling Server tips, and failing to
13 disburse them accurately and legally, leading to numerous Labor Code violations and conversion of
14 tips to managers and owners to Defendants. On information and belief, Defendants and its
15 management employees converted Plaintiff's and other aggrieved employees' tips to its own use.

16 13. Plaintiff and other aggrieved employees were not provided with compliant meal and
17 rest breaks. Plaintiff was entitled to at least one paid ten-minute rest break and at least one thirty-
18 minute unpaid uninterrupted meal break per shift. Plaintiff was never relieved for her rest breaks,
19 and Defendants' own records show she was not provided with meal breaks throughout the course of
20 her employment with Defendants, yet Plaintiff never received meal or rest period penalties as
21 required by law.

22 14. On a few occasions, Plaintiff and other aggrieved employees worked more than 8
23 hours in one workday or over 40 hours in one workweek but were not paid premium overtime pay
24 for her overtime hours.

25 15. Plaintiff and other aggrieved employees were required to use their personal cell phone
26 and cell phone plan to participate in workplace group texts, to download a communication app, and
27

1 to access an on-line tip management service, “Kickfin,” but never received any reimbursement for
2 use of their personal cell phone or cellular phone plan.

3 16. Plaintiff and other aggrieved employees were required to participate in a group text
4 chat, which often required Plaintiff and other aggrieved employees to receive and respond to text
5 messages while off the clock without payment of even minimum wages.

6 17. Defendants did not provide Plaintiff and other aggrieved employees all wages,
7 including, without limitation, unpaid meal and rest break premium pay and unpaid minimum and
8 overtime wages, owed upon her termination.

9 18. Additionally, Defendants failed to supply Plaintiff and other aggrieved employees
10 with legally compliant wage statements that accurately reflected, among other things, the total hours
11 worked, gross and net wages earned, the correct amount of meal and rest period premium pay owed,
12 and all applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate.

14 19. In October 2025, Plaintiff experienced a medical emergency related to an on-going
15 medical condition. Because of the medical emergency, Plaintiff was required to call out sick from
16 her scheduled shift.

17 20. When she returned from her medical emergency, Defendants drastically reduced
18 Plaintiff’s work schedule in retaliation for using sick leave and calling off her scheduled shift. This
19 retaliatory work reduction shorted her weekly hourly pay and her ability to earn tips.

20 21. Plaintiff was thereafter terminated based on a manipulated verbiage and pretextual
21 and unfounded reasons, when in fact she was terminated in retaliation for using protected sick leave
22 under the HWHFA.

23 **FIRST CAUSE OF ACTION**

24 **Gratuity Conversion**

25 **Cal. Lab. Code § 351 et seq.**

26 **(Against Defendant 614 SUTTER INC. and DOES 1 through 20, inclusive)**

27 22. Plaintiff alleges and incorporates by reference the allegations in each Paragraph
28 above as though fully set forth herein.

1 23. California Labor Code section 351 prohibits employers and their agents from sharing
2 in or keeping any portion of a gratuity left for or given to one or more employees by a patron. The
3 statute further provides that “[e]very gratuity is hereby declared to be the sole property of the
4 employee or employees to whom it was paid, given, or left for.”

5 24. California Labor Code section 350(e) defines “gratuity” to include “any tip, gratuity,
6 money, or part thereof that has been paid or given to or left for an employee by a patron of a
7 business over and above the actual amount due the business for services rendered or for goods, food,
8 drink, or articles sold or served to the patron.”

9 25. As alleged herein, Defendants failed to provide Plaintiff and other aggrieved
10 employees all gratuities due and owing to her. Defendants and its agents improperly collected,
11 withheld, and/or took a portion of gratuities given to or left for Plaintiff by patrons.

12 26. Plaintiff is informed and believes, and thereon alleges, that Defendants allowed its
13 managers and/or owners, to take gratuities left for Plaintiff by its patrons.

14 27. As a proximate result of Defendants' conduct, Plaintiff has been damaged in an
15 amount to be established at trial.

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17 **SECOND CAUSE OF ACTION**
18 **Illegal Retaliation**
19 **Cal. Lab. Code § 98.6**
20 **(Against All Defendants)**

21 28. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
22 above as though fully set forth herein.

23 29. At all relevant times, California Labor Code section 98.6 was in full force and effect
24 and binding on Defendants. Among other things, California Labor Code section 98.6 requires
25 Defendants to refrain from discriminating, retaliating, or taking any adverse action against any
26 employee because of the exercise by the employee on behalf of himself or herself of any rights
27 afforded to him or her.
28

30. In violation of California Labor Code section 98.6, Defendants retaliated against Plaintiff for exercising her rights under the California Labor Code, including, inter alia, complaining about inaccurate wages and tips, and exercising her right to use paid sick leave under the HWHFA.

31. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur additional damages in an amount according to proof at the time of trial.

32. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, loss of confidence, shame, anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at the time of trial.

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

THIRD CAUSE OF ACTION
Wrongful Termination in Violation of Public Policy
Cal. Lab. Code § 245-249
Defendant 614 SUTTER INC. and DOES 1 through 20, inclusive)

34. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

35. At all relevant times herein, the California Constitution and the HWHFA were in full force and effect, and binding on Defendants. Article I, Section 8 of the California Constitution, the HWHFA, and the public policy of the State of California based thereupon, require Defendants to, *inter alia*, refrain from illegal retaliation in the workplace.

36. The HWHFA expressly forbids retaliation against an employee for using sick leave available under the HWHFA. Retaliation in this context is therefore a violation of California Public Policy.

37. At all relevant times mentioned herein, Plaintiff was an employee of Defendants.

38. Plaintiff is informed and believes, and thereon alleges that, in violation of, *inter alia*, California Labor Code section 98.6, Plaintiff's complaints of illegal tipping policies and/or her use of sick leave available to her under the HWHFA, were substantial motivating factors in Defendants' decision to wrongfully terminate her.

39. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur additional damages in an amount according to proof at the time of trial.

40. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, loss of confidence, shame, anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at the time of trial.

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

FOURTH CAUSE OF ACTION
Failure to Provide Required Meal Periods
Cal. Lab. Code §§ 226.7, 512
(Against All Defendants)

42. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

1 43. Labor Code sections 226.7 and 512 and IWC Wage Order No. 5-2001, section 11(A)
2 require employers to provide employees an uninterrupted meal period of at least thirty (30) minutes
3 per five (5) hours worked. The meal break must begin before the end of the fifth hour of work.

4 44. For the reasons stated above, Plaintiff and other aggrieved employees were not
5 authorized and permitted to take legally compliant meal periods pursuant to California law.
6 Defendants also failed to pay all meal period premiums for their failure to provide meal periods.

7 45. Pursuant to applicable IWC Wage Order and California Labor Code section
8 226.7(b), Plaintiff is entitled to recover one additional hour of pay at her regular rate of
9 compensation for each workday that a meal period was not provided.

10 46. Plaintiff is informed and believes, and thereon alleges, that Defendants OZEL and
11 BIKIM were persons acting on behalf of Defendants including as an owner, director, officer, and/or
12 managing agent, within the meaning of California Labor Code section 558.1. Therefore, these
13 Defendants are personally liable as the employer for the violations of provisions regulating
14 minimum wages, meal and rest breaks, and/or hours and days of work in any order of the Industrial
15 Welfare Commission, including IWC Wage Order No. 5-2001, and California Labor Code section
16 226.7.

17 **FIFTH CAUSE OF ACTION**
18 **Failure to Provide Required Rest Periods**
19 **Cal. Lab. Code §§ 226.7**
20 **(Against All Defendants)**

21 47. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
22 above as though fully set forth herein.

23 48. Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) require
24 employers to provide employees paid off-duty rest periods of at least ten (10) minutes per four (4)
25 hours or major fraction thereof worked. For the reasons stated above, Plaintiff and other aggrieved
26 employees were not authorized and permitted to take legally compliant rest periods pursuant to
27 California law in violation of the Labor Code. Defendants also failed to pay rest period premiums
28 for their failure to provide rest periods.

49. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff is entitled to recover one additional hour of pay at her regular rate of compensation for each workday that a rest period was not provided.

50. Plaintiff is informed and believes, and thereon alleges, that Defendants OZEL and BIKIM were persons acting on behalf of Defendants including as an owner, director, officer, and/or managing agent, within the meaning of California Labor Code section 558.1. Therefore, these Defendants are personally liable as the employer for the violations of provisions regulating minimum wages, meal and rest breaks, and/or hours and days of work in any order of the Industrial Welfare Commission, including IWC Wage Order No. 5-2001, and California Labor Code section 226.7.

SIXTH CAUSE OF ACTION
Failure to Pay Overtime Wages
Cal. Lab. Code §§ 510, 1194
(Against All Defendants)

51. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

52. During the period Plaintiff was employed by Defendants, Defendants was required to compensate her one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See* Cal. Lab. Code §§ 510, 1194.

53. As set forth herein above, although Plaintiff and other aggrieved employees occasionally worked in excess of eight (8) hours a day and/or forty (40) hours per week, Defendants failed to pay all overtime wages owed.

54. Plaintiff and other aggrieved employees were not exempt from overtime protections under the applicable Wage Orders and California Labor Code.

55. Defendants' conduct described herein violates California Labor Code sections 510 and 1194, and the applicable Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and other aggrieved employees have been damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant

1 to California Labor Code section 1194.

2 56. Plaintiff is informed and believes, and thereon alleges, that Defendants OZEL and
3 BIKIM were persons acting on behalf of Defendants including as an owner, director, officer, and/or
4 managing agent, within the meaning of California Labor Code section 558.1. Therefore, these
5 Defendants are personally liable as the employer for the violations of provisions regulating
6 minimum wages, meal and rest breaks, and/or hours and days of work in any order of the Industrial
7 Welfare Commission, including IWC Wage Order No. 5-2001, and California Labor Code section
8 226.7.

9 **SEVENTH CAUSE OF ACTION**
10 **Failure to Pay Minimum Wages**
Cal. Lab. Code §§ 1194, 1197
(Against All Defendants)

11 57. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
12 above as though fully set forth herein.

13 58. Pursuant to California Labor Code section 204, other applicable laws and regulations,
14 and public policy, an employer must timely pay its employees for all hours worked.

15 59. California Labor Code section 1194 establishes an employee's right to recover unpaid
16 wages, including minimum wage compensation and interest thereon, together with the costs of suit.

17 60. As alleged herein, Plaintiff and other aggrieved employees were required to perform
18 work off the clock without compensation, including, *inter alia*, reviewing and responding to texts
19 and calls from her supervisor and co-workers while off the clock.

20 61. Defendants were aware of its obligation to pay Plaintiff all wages owed, including
21 minimum wages, but failed to do so. Defendants' management employees and owners were aware
22 that Plaintiff was performing these tasks and work duties off the clock and without minimum wages,
23 and in this way ratified the illegal conduct.

24 62. As a proximate result of Defendants' conduct, Plaintiff and other aggrieved
25 employees have been damaged and deprived of minimum wages, in an amount to be established at
26 trial. Plaintiff now seeks these wages, liquidated damages pursuant to California Labor Code section
27 1194.2, attorney's fees and costs, and interest pursuant to California Labor Code sections 1194.

63. Plaintiff is informed and believes, and thereon alleges, that Defendants OZEL and BIKIM were persons acting on behalf of Defendants including as an owner, director, officer, and/or managing agent, within the meaning of California Labor Code section 558.1. Therefore, these Defendants are personally liable as the employer for the violations of provisions regulating minimum wages, meal and rest breaks, and/or hours and days of work in any order of the Industrial Welfare Commission, including IWC Wage Order No. 5-2001, and California Labor Code section 226.7.

EIGHTH CAUSE OF ACTION
Failure to Furnish Accurate Wage Statements
Cal. Lab. Code 226(a)
(Against All Defendants)

64. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

65. Pursuant to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose 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, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

66. Plaintiff alleges that Defendants knowingly and intentionally failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a).

67. Additionally, Plaintiff alleges she and other aggrieved employees suffered injury as a result of Defendants' failure to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of California Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily determine her hours worked and all proper rates of pay (i.e., a reasonable person in Plaintiff's position would not be able to readily ascertain the information without reference to other documents or information) from the wage statement alone, particularly because they were almost always inaccurate.

68. Plaintiff is informed and believes, and thereon alleges, that Defendants OZEL and BIKIM were persons acting on behalf of Defendants including as an owner, director, officer, and/or managing agent, within the meaning of California Labor Code section 558.1. Therefore, these Defendants are personally liable as the employer for the violations of provisions regulating provision of accurate wage statements in any order of the Industrial Welfare Commission, including IWC Wage Order No. 5-2001, and California Labor Code section 226.7.

69. As a proximate cause of Defendants' failure to provide accurate statements, Plaintiff was damaged and is entitled to statutory and civil penalties under the California Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

NINTH CAUSE OF ACTION
Waiting Time Penalties
Cal. Lab. Code 201-203; 256
(Against All Defendants)

70. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

71. Labor Code sections 201–203, 256 require that all wages be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and other aggrieved employees did not receive all final wages due and owing to her at the time of termination

1 or seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in
2 violation of the Labor Code.

3 72. An employer who willfully fails to pay an employee wages in accordance with
4 California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up
5 to thirty (30) days. Cal. Lab. Code § 203.

6 73. Plaintiff did not receive all wages at the time of her termination, including, but not
7 limited to, unpaid overtime and minimum wages and unpaid missed break premiums.

8 74. Defendants knew of their obligation to pay Plaintiff and their failure to pay all wages
9 was in complete disregard of its obligations under the Labor Code. Such conduct shows Defendants’
10 knowledge of its obligation to pay all wages owed upon termination and willful refusal.

11 75. California Labor Code section 203 has been violated by, or was caused to be violated
12 by Defendants. Plaintiff is informed and thereon believes that Defendants OZEL and BIKIM were
13 persons acting on behalf of Defendants including as an owner, director, officer and/or managing
14 agent, within the meaning of California Labor Code section 558.1. Therefore, these Defendants may
15 be held liable as the employer for the violations of California Labor Code section 203.

16 76. As a proximate result of the Defendants’ conduct, Plaintiff has been damaged and
17 deprived of her wages and thereby seeks her daily rate of pay multiplied by thirty (30) days for
18 Defendants’ failure to pay all wages due.

19 **TENTH CAUSE OF ACTION**
20 **Failure to Reimburse for Necessary Business Expenses**
21 **Cal. Lab. Code § 2802**
(Against All Defendants)

22 77. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
23 above as though fully set forth herein.

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

3 79. While employed by Defendants, Plaintiff and other aggrieved employees used their
4 personal cell phone and cell phone plan for work purposes, including a required all employee text
5 group chat. Defendants knew that Plaintiff used her personal cell phone and cell phone plan for work
6 purposes, because they were on the all-employee text chat group, but failed to reimburse Plaintiff for
7 these expenses.

8 80. Defendants’ conduct described herein violated California Labor Code section 2802.
9 As a proximate result of Defendants’ conduct, Plaintiff and other aggrieved employees have been
10 damaged in an amount to be established at trial, and is entitled to recover these damages, as well as
11 interest and reasonable attorney’s fees and costs, pursuant to statute.

12 **ELEVENTH CAUSE OF ACTION**
13 **Failure to Timely Provide Records Upon Request**
14 **Lab. Code §§ 1198.5, 226**
(Against Defendant 614 SUTTER INC. and DOES 1 through 20, inclusive)

15 81. Plaintiff realleges and incorporates by reference the allegations in each Paragraph
16 above as though fully set forth herein.

17 82. Plaintiff submitted a written request for her personnel file and related employment
18 documents on December 18, 2025, but Defendants failed and refused to produce those records
19 within the time required by California Labor Code sections 1198.5 and 226.

20 83. Defendants’ conduct described herein violated the California Labor Code. As a
21 proximate result of Defendants’ conduct, Plaintiff has been damaged in an amount to be established
22 at trial, and is entitled to recover these damages, as well as statutory and civil penalties, and interest
23 and reasonable attorney’s fees and costs, pursuant to statute.

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TWELFTH CAUSE OF ACTION
Unfair Business Practices
Cal. Bus. & Prof. Code § 17200 et seq.
(Against Defendant 614 SUTTER INC. and DOES 1 through 20, inclusive)

84. Plaintiff realleges and incorporates by reference the allegations in each Paragraph above as though fully set forth herein.

85. California Business and Professions Code section 17200 *et seq.* (the “Unfair Competition Law”) prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice. California Business and Professions Code section 17204 permits “a person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the Unfair Competition Law.

86. Plaintiff is a “person” as defined under California Business and Professions Code section 17201.

87. As alleged herein, Defendants committed numerous violations of the California Labor Code throughout its employment relationship with Plaintiff, constituting unlawful, unfair, and/or fraudulent business practices, including, without limitation: (1) failure to pay Plaintiff all overtime wages owed (Cal. Lab. Code §§ 510, 1194); (2) failure to provide Plaintiff all statutorily mandated meal periods (Cal. Lab. Code §§ 226.7, 512); (3) failing to provide Plaintiff all statutorily mandated rest periods (Cal. Lab. Code § 226.7); (4) failing to reimburse Plaintiff for all necessary business expenses (Cal. Lab. Code § 2802); (5) failing to pay minimum wages for all hours worked (Cal. Lab. Code §§ 1194, 1197) and (6) failing to provide Plaintiff with accurate wage statements (Cal. Lab. Code 226(a)).

88. The violations of the above-referenced California Labor Code provisions serve as unlawful predicate acts and practices for the purposes of California Business and Professions Code section 17200 *et seq.*

89. As a result of Defendants’ unlawful, unfair, and/or fraudulent conduct, Defendants has reaped and continues to reap unfair benefits and competitive advantage and has been unjustly enriched at the expense of Plaintiff and the general public.

90. Plaintiff has been personally injured by Defendants' unlawful business acts and practices as alleged herein, including, but not limited to, the loss of money and/or property.

91. Pursuant to the UCL, Plaintiff is entitled to restitution of wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; and an award of attorney's fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

THIRTEENTH CAUSE OF ACTION
Civil Penalties Pursuant to PAGA
Cal. Labor Code § 2698 et seq.
(Against All Defendants)

92. Plaintiffs hereby incorporate by reference and re-allege all paragraphs set forth above as though fully set forth herein.

93. Plaintiffs bring this cause of action as a proxy for the State of California and in this capacity, seek penalties on behalf of all aggrieved employees for the Defendants' violations of the California Labor Code, including those California Labor Code violations identified above.

94. On or about April 14, 2026, Plaintiffs sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, et seq., PAGA. On or about June 16, 2026, Plaintiff sent written amended notice of additional violations later discovered. After the expiration of 65 days from the filing of the PAGA Notice, if the LWDA does not respond, Plaintiffs will have fully exhausted their administrative remedies.

95. When the LWDA does not respond within 65 days from the filing of the PAGA Notice, Plaintiffs are entitled to recover civil penalties on behalf of the State of California and all aggrieved employees for all violations of the Labor Code from April 14, 2026, through trial on this matter.

96. California Labor Code sections 510 and 1194 require employers to pay employees overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess

1 of eight (8) hours on the seventh day of work in any one workweek. Plaintiffs and similarly situated
2 aggrieved employees were not paid all overtime, including any double time, wages owed.

3 97. Defendants failed to provide all the legally required off-duty meal and rest breaks to
4 Plaintiffs and other aggrieved employees as required by the applicable Wage Order and Labor Code.
5 And Defendants further violated California Labor Code § 226.7 and the applicable IWC Wage Order
6 by failing to compensate Plaintiffs and other aggrieved employees who were not provided a timely
7 meal and/or rest period, in accordance with the applicable Wage Order, one additional hour of
8 compensation at each employee's regular rate of pay for each workday that a lawful meal and/or rest
9 period was not provided.

10 98. California Labor Code section 2802(a) states that "An employer shall indemnify his
11 or her employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
13 employer, even though unlawful, unless the employee, at the time of obeying the directions, believed
14 them to be unlawful." Defendants failed to provide Plaintiff and other aggrieved employees with
15 reimbursement for required use of their personal cell phones and cellular plans.

16 99. California Labor Code sections 1194, 1197 require employers to pay at least the state
17 minimum wage for all hours worked, but Defendants failed to pay Plaintiff and other aggrieved
18 employees for reviewing and responding to off the clock texts messages.

19 100. California Labor Code section 226 requires employers to furnish to employees with
20 "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked
21 by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
22 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
23 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
24 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only
25 the last four digits of his or her social security number or an employee identification number other
26 than a social security number, (8) the name and address of the legal entity that is the employer . . .
27 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of
28

1 hours worked at each hourly rate by the employee” For the reasons stated above, Defendants
2 failed to comply with these requirements with respect to Plaintiffs and other aggrieved employees in
3 violation of the California Labor Code.

4 101. California Labor Code sections 201 and 202 provide that if an employer discharges
5 an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.
6 Defendants failed to pay Plaintiff and other aggrieved employees timely final pay. As a proximate
7 result of the Defendants’ conduct, Plaintiff and other aggrieved employees have been damaged and
8 deprived of final wages and thereby seek their daily rate of pay multiplied by thirty (30) days for
9 Defendants’ failure to timely pay all wages due.

10 102. Plaintiffs seek all remedies under the law, including applicable civil penalties.

11 WHEREFORE, Plaintiffs seek judgment against Defendants as set forth below.

12 **DAMAGES**

13 WHEREFORE Plaintiff requests relief as follows:

14 1. For compensatory damages, including, but not limited to, losses for lost back pay, lost
15 fringe benefits and future lost earnings and fringe benefits, damages for emotional distress and pain
16 and suffering, according to proof allowed by law;

17 2. For an award of restitution;

18 3. For civil and statutory penalties and liquidated damages under the California Labor
19 Code according to proof allowed by law;

20 4. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney’s fees;

21 5. For an award of punitive damages according to proof at the time of trial;

22 6. For an award of prejudgment and post-judgment interest; and

23 7. For an award to Plaintiff of such other and further relief as the Court deems just and
24 proper.

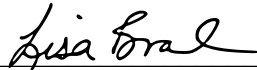
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1 Dated: July 21, 2026

RICHARDSON EMPLOYMENT LAW, P.C.

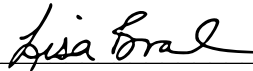
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3
4 By: 
5 Daniel E. Richardson
6 Lisa L. Bradner
7 Kent L. Bradbury
8 Attorneys for Plaintiff LEXIE BURNLEY
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury.

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4 Dated: July 1, 2026

Castle Law: California Employment Counsel, PC

5
6 By: 
7 Daniel E. Richardson
8 Lisa L. Bradner
9 Kent L. Brabdry
Attorneys for Plaintiff LEXIE BURNLEY