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County of San Bernardino
Rancho Cucamonga District
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

Josefina Rivera, Gabriela Nicole Escamilla, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

Del Taco LLC, a California limited liability company; **Yadav Enterprises, Inc.,** a California corporation; and **Does 1-10,** inclusive;

Defendants.

CASE NO. CIVRS2603060

CLASS ACTION COMPLAINT FOR:

1) **Failure to Provide Compliant Meal Periods;**
2) **Failure to Provide Compliant Rest Periods;**
3) **Failure to Pay Minimum/Regular Wages;**
4) **Failure to Pay Overtime Wages;**
5) **Failure to Maintain and Provide Complete and Accurate Records;**
6) **Failures to Pay Wages When Due;**
7) **Failure to Reimburse Necessary Business Expenses;**
8) **Violation of California Business & Professions Code §§ 17200, et seq.**

<u>Jury Trial Requested</u>

Plaintiffs, by and through their counsel of record, hereby brings this action on behalf of themselves and all other similarly situated current and former employees and alleges as follows:

PARTIES

1. At all relevant times for this Complaint, Plaintiff **Josefina Rivera** ("Plaintiff Rivera") is and has been a resident of Colton, California located in San Bernardino County. Rivera has performed work for Defendants as an hourly, non-exempt employee from approximately January 2016 to approximately March 2026. Rivera worked in various positions including Team Member, Team Leader, and Shift Manager at Defendants' Store 0768 in Rancho Cucamonga, California. Rivera was subject to the policies and practices described in this complaint at all times during her employment with Defendants.

2. At all relevant times for this Complaint, Plaintiff **Gabriela Nicole Escamilla** ("Plaintiff Escamilla") is and has been a resident of Redlands, California located in San Bernardino County. Escamilla has performed work for Defendants as an hourly, non-exempt employee since approximately May 2024. Escamilla worked in various positions including Team Member, Team Leader, and Shift Manager at Defendants' Store 0768 in Rancho Cucamonga, California. Escamilla was subject to the policies and practices described in this complaint at all times during her employment with Defendants.

3. Defendant **Del Taco LLC** ("Del Taco") is a California limited liability company that operates or manages fast food restaurants throughout California and maintains its principal place of business at 25521 Commercentre Drive, Suite 200, Lake Forest, California 92630. Del Taco operates corporate-owned restaurant locations and conducts business in San Bernardino County, California, including Store 0768 located at 6341 Haven Avenue, Rancho Cucamonga, California 91737.

4. Defendant **Yadav Enterprises, Inc.** (“Yadav Enterprises”) is, and at all relevant times was, a business entity that owns, operates, controls, and/or manages restaurant operations throughout the United States, including Del Taco restaurant locations in California. On information and belief, Yadav Enterprises acquired Del Taco as part of its franchise portfolio and exercises control over corporate policies, operations, labor practices, and employment standards

applicable to Plaintiffs and Class Members.

5. Plaintiffs are not currently aware of the names and true identities of defendants Does 1-10. Plaintiffs reserve the right to amend this complaint to allege their true names and capacities when this information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or vicariously through the conduct of others. All further references in this complaint to any of the named Defendants include the fictitiously named defendants.

6. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each other Defendant.

7. Del Taco and Yadav Enterprises (collectively, "Defendants") have operated as a joint enterprise or as joint employers of Plaintiffs and Class Members. On information and belief, each Defendant exercised control over wages, hours, working conditions, and employment policies, including timekeeping, payroll, scheduling, meal and rest period practices, expense reimbursement, and recordkeeping. Defendants shared and/or exercised the authority to hire, fire, discipline, supervise, set compensation, and maintain employment records, and acted in concert in implementing the uniform policies and practices alleged herein. Accordingly, Defendants are jointly and severally liable for the violations of California law alleged in this Complaint.

VENUE AND JURISDICTION

8. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code and the Business & Professions Code. Because putative class members were employed by Defendants, the policies and practices complained of herein were implemented in San Bernardino County, and Defendants transact business within San Bernardino County, Defendants are within the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that any person

acting on their own behalf may bring an action in any court of competent jurisdiction.

9. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. Defendants transact business and/or has offices in this county, employed Plaintiff and putative class members ("Class Members") in this county, and the acts and omissions alleged herein took place in this county.

CLASS ACTION ALLEGATIONS

10. At all times relevant to this Complaint, Defendants operated as a joint enterprise employing Plaintiff and Class Members to operate their fast food restaurants, including Del Taco locations throughout the State of California. On information and belief, Defendants operate approximately 350 restaurant locations in California.

11. At all times relevant to this Complaint, Plaintiffs and Class Members were subject to Defendants' uniform written policies and practices governing scheduling, reporting, timekeeping, compensation, discipline, job duties, uniforms, meal and rest periods, and supervision, including those set forth in Defendants' Employee Handbook and various employment policies and acknowledgments.

12. Plaintiffs Rivera and Escamilla worked as hourly, non-exempt employees at Defendants' Store 0768 in Rancho Cucamonga, California. Plaintiff Rivera has been employed by Defendants since approximately January 2016 and has worked in various positions including Team Member, Team Leader, and Shift Manager. Plaintiff Escamilla has been employed by Defendants since approximately May 2024 and has worked in various positions including Team Member, Team Leader, and Shift Manager. Plaintiffs' job duties were typical of Class Members in all relevant respects.

13. Throughout their employment, including during the four (4) years preceding the filing of this action, Plaintiffs regularly worked shifts ranging from approximately six (6) to eight (8) hours in length, with some shifts extending to ten (10) or twelve (12) hours. Plaintiffs and Class Members worked overnight shifts and schedules that frequently exceeded forty (40) hours per week. Plaintiffs believe this was the same for other Class Members.

14. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit their non-exempt employees (i.e., Plaintiffs and Class Members) to take bona fide meal and rest breaks pursuant to Labor Code § 226.7, and failed to pay them minimum, regular, and overtime premium wages for all hours worked.

15. *First,* Defendants have consistently denied their non-exempt employees the opportunity to take compliant thirty (30) minute meal periods in accordance with the California Labor Code. Defendants' policies and practices served to deprive Plaintiffs and Class Members of full thirty (30) minute meal periods during which they are relieved of all duties and free of employer control. Plaintiffs routinely worked in excess of five (5) hours, and often in excess of ten (10) or twelve (12) hours, yet were not provided compliant meal periods or compensated the premium payments owed for their missed meal breaks.

16. Plaintiffs and Class Members were required to sign Rest and Meal Period Acknowledgments stating that they understood their entitlement to meal and rest periods and that "no supervisor may ask, encourage or require me to give up, delay or shorten my meal period" or rest periods. However, despite these written acknowledgments, Defendants' actual practices systematically denied Plaintiffs and Class Members compliant meal and rest periods through inadequate staffing, operational demands, and failure to provide relief coverage.

17. *Second*, Defendants' uniform policies limit where Plaintiffs and Class Members may take their meal periods. While Defendants' policies state that employees may leave the premises for meal periods, the practical reality of restaurant operations, staffing levels, and operational demands prevented Plaintiffs and Class Members from taking full, uninterrupted, duty-free meal periods. Plaintiffs and Class Members were regularly interrupted during meal periods, required to respond to operational needs, or prevented from taking meal periods altogether due to understaffing.

18. *Third,* on information and belief, Defendants implemented an automatic meal period deduction policy whereby meal periods were automatically deducted from employees' time records regardless of whether compliant meal periods were actually provided. This policy resulted in Plaintiffs and Class Members being deprived of compensation for time worked during meal

periods.

19. *Fourth,* Defendants failed to authorize and permit Plaintiffs and Class Members to take compliant, off-duty rest periods. Defendants' Employee Handbook states that employees receive "One ten minute break will be given for 3.5–6 hours worked, and if a team member works more than 6 hours, the team member will receive two 10 minute breaks," and that employees working more than ten (10) hours will receive a third ten (10) minute break. However, on information and belief, Defendants did not maintain and implement a uniform, lawful rest break policy permitting Plaintiffs and Class Members to take uninterrupted, duty-free rest periods of at least ten (10) minutes for every four (4) hours or major fraction thereof. Rather, inadequate staffing levels and operational demands prevented Plaintiffs and Class Members from taking full, uninterrupted rest periods.

20. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying premium pay in lieu of meal and rest periods to their non-exempt employees, notwithstanding their actual knowledge that such employees were uniformly denied compliant meal and rest periods. While Plaintiffs and Class Members were consistently denied compliant meal and rest periods, they were never provided with premium pay in lieu thereof. On information and belief, Class Members were also not provided with sufficient premium pay for such non-compliant meal periods and no premium pay for such non-compliant rest periods.

21. In order to meet Defendants' expectations, and as a matter of uniform and systemic policy, Defendants routinely require Plaintiffs and Class Members to perform compensable work for which Defendants do not pay them, including without compensation at their applicable regular or overtime rates of pay, or even at minimum wage rates, in violation of Labor Code §§ 223, 510, 1182.12, 1194, 1194.2, 1197.1, and 1198.

22. As a matter of uniform policy, Defendants require Plaintiffs and Class Members to use a mobile application for work-related purposes, including viewing schedules, communicating with management and co-workers, requesting time off, and receiving work-related notifications and updates. Defendants' uniform written Mobile App Authorization policy expressly states that

"the incidental time I spend using the Application is, incidental, for my convenience, and is not and shall not be considered hours worked." This policy is systematically applied to all non-exempt employees and results in Plaintiffs and Class Members performing compensable work without payment.

23. As a matter of uniform and systemic policy, Defendants failed to provide their non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff and Class Members, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing actual gross and net wages earned, the correct number of hours worked, and the applicable hourly rates in effect for those missing hours, among other things.

24. As a matter of uniform and systemic policy, Defendants willfully failed to pay Plaintiffs and Class Members all the above-described wages including, but not limited to, premium pay for non-compliant meal and rest breaks, minimum/regular wages for all hours worked, and overtime premium wages for off-the-clock workhours, either at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ.

25. Plaintiffs, therefore, brings this action on behalf of themselves and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked at least one shift as a non-exempt employee for Defendants in the State of California from the period four years prior to the filing of this Action and until the date of trial ("Class").

26. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, written policies, disciplinary records, and witness declarations, among other things.

27. **Numerosity.** Plaintiffs are informed and believe that, during the class period, at least 150 Class Members have been employed as non-exempt employees by Defendants within the state of California. The number of Class Members is sufficiently numerous such that joinder of all members is impossible or impracticable.

28. **Typicality.** Plaintiffs' claims are typical of all Class Members. Plaintiffs, like all other Class Members, was subjected to the policies and practices set forth above. Plaintiffs' job duties were typical of Class Members in all relevant respects.

29. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiffs and Class Members that would make class certification inappropriate. Plaintiffs understand their obligation to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiffs will fairly and adequately protect the interests of the Class Members. Plaintiffs are invested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiffs have retained competent counsel experienced in both class action and employment litigation. Plaintiffs' attorneys, the proposed class counsel, are well versed in the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiffs have incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

30. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members, which predominate over potential issues affecting individual Class Members, including, but not limited to:

a. Whether Defendants had a common policy and/or practice of depriving Plaintiffs and Class Members of compliant, off-duty meal and/or rest periods;

b. Whether Defendants unlawfully and/or willfully deprived Plaintiffs and Class Members of compliant, off-duty meal and/or rest periods;

c. Whether Defendants had a common policy and/or practice of depriving Plaintiffs and Class Members of premium pay in lieu of compliant, off-duty meal and/or rest periods;

d. Whether Defendants unlawfully and/or willfully deprived Plaintiffs and Class Members of premium pay in lieu of compliant, off-duty meal and/or rest periods;

e. Whether Defendants had a common policy and/or practice of requiring Plaintiffs and Class Members to work off-the-clock;

f. Whether Defendants unlawfully and/or willfully required Plaintiffs and Class Members to work off-the-clock;

g. Whether Defendants had a common policy and/or practice of failing to compensate Plaintiffs and Class Members with required minimum, regular, and/or overtime wages while working off-the-clock

h. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiffs and Class Members with required minimum, regular, and/or overtime wages while working off-the-clock;

i. Whether Defendants have a common policy and/or practice of failing to maintain complete or accurate payroll records in the State of California;

j. Whether Defendants unlawfully and/or willfully failed to maintain complete or accurate payroll records in the State of California;

k. Whether Defendants have a common policy and/or practice of failing to provide complete or accurate wage statements reflecting all hours worked, applicable rates of pay, and wages earned to Plaintiffs and Class Members;

l. Whether Defendants unlawfully and/or willfully failed to provide complete and accurate wage statements reflecting all hours worked, applicable rates of pay, and wages earned to Plaintiffs and Class Members;

m. Whether Defendants have a common policy and/or practice of failing to pay Plaintiffs and Class Members all wages at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendant's employ;

n. Whether Defendants unlawfully and/or willfully failed to pay Plaintiffs and Class Members all wages at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ;

o. Whether Plaintiffs and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief; and

p. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq*., by violating the above provisions of law.

31. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims that might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing notice to members of the Class defined above as identified through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Complaint Meal Periods or Premium Pay in Lieu Thereof

(Plaintiffs and Class Against All Defendants)

32. Plaintiffs repeat and incorporate by reference every allegation in this complaint as if fully set forth herein.

33. At all times relevant to this complaint, Defendants knew they were obligated to provide legally compliant meal periods to their non-exempt employees pursuant to Labor Code

§§ 512 and 226.7. Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes."

34. Further, Labor Code sections 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC – including Wage Order No. 5-2001, which applied to Plaintiff's and Class Members' employments. "An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period [...] an employer's obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

35. When providing breaks, "in an eight-hour shift with a single meal break, the preferred schedule requires the provision of a rest break in the middle of each 'work period' before and after the meal break." *Rodriguez v. E.M.E., Inc.*, 246 Cal.App.4th 1027, 1044 (2016).

36. "[A] departure from the preferred schedule that is merely advantageous to the employer cannot satisfy the requirement stated in section 12(A) of Wage Order 1–2001, as the existence of such an advantage does not, by itself, show that the preferred schedule is not capable of being put into practice. For this reason, the departure must be predicated on facts demonstrating that the preferred schedule would impose a material burden on the employer, and that the departure is necessary to alleviate such burden." *Rodriguez v. E.M.E., Inc.*, 246 Cal. App. 4th 1027, 1040–41 (2016).

37. Throughout the Class Period, Defendants maintained uniform policies and practices that failed to provide Plaintiffs and Class Members with legally compliant, uninterrupted, off-duty thirty (30) minute meal periods for shifts exceeding five (5) hours and second meal periods for shifts exceeding ten (10) hours. In practice, Defendants' operational

demands, staffing levels, and workplace expectations prevented Plaintiffs and Class Members from being fully relieved of duty or free from employer control during meal periods. On information and belief, Defendants also implemented policies and practices resulting in automatic deduction of meal period time regardless of whether compliant meal periods were actually taken, and failed to provide premium compensation for missed, late, interrupted, on-duty, or otherwise non-compliant meal periods. As a result, Plaintiffs and Class Members were regularly required to perform work during meal periods or were deprived of legally compliant meal periods altogether, without receiving the additional hour of pay required by Labor Code § 226.7.

38. In failing to authorize and/or permit compliant meal periods, Defendants have also implemented a uniform policy of denying compensation in lieu of such meal periods to their non-exempt employees, notwithstanding their actual knowledge that such employees were uniformly denied compliant meal periods.

39. Pursuant to Labor Code § 226.7(b), Plaintiffs and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift in which a compliant meal period was not provided.

SECOND CAUSE OF ACTION

Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Compliant Rest Periods or Premium Pay in Lieu Thereof

(Plaintiffs and Class Against All Defendants)

40. Plaintiffs repeat and incorporate by reference every allegation in this complaint as if fully set forth herein.

41. At all times relevant to this complaint, Defendants knew they were obligated to provide compliant rest periods to their non-exempt employees pursuant to Labor Code § 226.7.

42. Labor Code § 226.7 provides:

> (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
>
> (b) If any employer fails to provide an employee a meal period or rest

> period in accordance with an applicable order of the Industrial Welfare Commission, 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.

43. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC – including Wage Order No. 5-2001, which applied to Plaintiffs' and Class Members' employments. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."[1] *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

44. However, as a matter of practice, Defendants' managers never provided Plaintiffs and other Class Members with sufficient coverage or opportunities to take full, uninterrupted 10-minute rest breaks as required. Non-exempt employees' workloads were so busy as to make the taking of such rest breaks impracticable.

45. Additionally, upon information and belief, Defendants pressured Plaintiffs and Class Members to prioritize completing assigned work by working through their rest periods, skipping them, or by interrupting their rest periods.

46. Finally, Defendants have also implemented a uniform policy of denying compensation in lieu of rest periods to their non-exempt employees, notwithstanding their actual knowledge that such employees were uniformly denied compliant rest periods.

47. By failing to provide compliant rest periods when required, or premium pay in lieu thereof, Defendants violated the Labor Code as to Plaintiffs and Class Members. Defendants were aware that their actions were a violation of applicable law but consistently refused to pay these premiums as required by law

[1] Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm* ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.")

48. Pursuant to Wage Order No. 5 and Labor Code § 226.7(b), Plaintiffs and Class Members are entitled to recover from Defendants one additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendants were aware that their actions were a violation of applicable law but consistently refused to pay these premiums as required by law.

THIRD CAUSE OF ACTION

California Labor Code §§ 223, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198

Failure to Pay Minimum and Regular Rate Wages

(Plaintiffs and Class Against All Defendants)

49. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

50. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that payment of a wage less than the minimum wage as set by statute, commission, or by the general prevailing rate is unlawful.

51. Further, Labor Code section 223 provides that where a contract requires an employer to maintain the designated wage scale, it is unlawful to pay a lower wage while purporting to pay the wage designated by contract. *See, e.g., Armenta v. Osmose, Inc.*, 135 Cal.App.4th 314, 323 (Cal. Ct. App. 2005) ("Sections 221, 222, and 223 articulate the principal that all hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.").

52. California law requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or restrains' an employee." *See, e.g.*, *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11040(2)(L) ("'Hours worked' means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.").

53. Throughout the Class Period, Defendants maintained uniform policies and practices that resulted in Plaintiffs and Class Members performing compensable work for which they were not paid minimum wages and/or their agreed-upon regular rates of pay. These policies and practices included, *inter alia*, requiring or permitting Plaintiffs and Class Members to perform work off-the-clock during unpaid meal periods, implementing timekeeping practices that failed to capture all hours worked, and otherwise failing to accurately record and compensate all time during which Plaintiffs and Class Members were subject to Defendants' control. As a result, Defendants failed to pay Plaintiffs and Class Members for all hours worked at no less than the applicable minimum wage and regular rates of pay as required by California law.

54. Defendants' failure to pay Plaintiffs and Class Members wages at their regular rates of pay, let alone any rate of pay, violates California Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198.

55. Pursuant to California Labor Code section 1194.2, Plaintiffs and Class Members are entitled to recover the amounts of underpaid wages, plus liquidated damages equal to the amount of minimum wages unlawfully withheld and interest thereon, along with other applicable penalties.

<u>FOURTH CAUSE OF ACTION</u>

Labor Code §§ 510 and 1198

Failure to Pay Overtime Wages

(Plaintiffs and Class Against All Defendants)

56. Plaintiffs repeat and incorporate by reference every allegation in this complaint as if fully set forth herein.

57. California Labor Code sections 510, 1198, and Industrial Wage Order No. 5-2001 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis. Specifically, Industrial Wage Order No. 7-2001, section 3 provides that Defendants were required to pay Plaintiff and Class Members working more than eight hours in a day or more than forty hours in a workweek, at the rate of

time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek.

58. Throughout the Class Period, Plaintiffs and the Class were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and/or in excess of forty hours in a week.

59. Defendants' failure to pay overtime premium wages was a direct consequence of their uniform policy and/or practice of requiring non-exempt employees to clock out but continue working through meal periods, resulting in additional unrecorded hours worked above and beyond various overtime premium thresholds (i.e., 8 hours in a day, 12 hours in a day, and 40 hours in a week).

60. Defendants knew or should have known that their policies and practices forced non-exempt employees to work additional time in excess of 8 hours per day, 12 hours per day, and 40 hours per week without being compensated for that time. Therefore, Defendants also knew or should have known that Plaintiffs and Class Members were not paid required overtime premium wages for that time.

61. Pursuant to Labor Code section 1194, Plaintiffs and Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, attorneys' fees, and applicable civil penalties.

FIFTH CAUSE OF ACTION

Labor Code §§ 226, 226.3, 1174(d), 1198.5

Failure to Maintain and Provide Complete and Accurate Records

(Plaintiffs and Class Against All Defendants)

62. Plaintiffs repeat and incorporate by reference every allegation in this complaint as if fully set forth herein.

63. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4)

net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or his social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

64. At all times relevant to this complaint, Defendants' failure to pay minimum, regular, and overtime rate wages for all hours worked, and premium pay for missed meal and/or rest periods, ensured that Plaintiffs' and Class Members' wage statements inaccurately reflected their gross and net wages earned, the correct number of hours worked, and the applicable hourly rates in effect for those missing hours.

65. Thus, Defendants have failed to keep accurate payroll records for Plaintiffs and Class Members in accordance with Labor Code § 1174.

66. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damage to Plaintiffs and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or misinformed about how much compensation was owed to them. These damages include, but are not limited to, costs incurred in calculating the correct gross and net wages earned for each pay period and the amount of employment taxes that were not paid to state and federal tax authorities.

67. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with a complete and accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty ($50) dollars for the initial violation and one hundred ($100) dollars for each subsequent violation, up to $4,000. Pursuant to Labor Code §§ 226(e) and (g), Class Members are further entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION

Labor Code §§ 201, 202, 203, 204, and 210

Failures to Pay Wages When Due

(Plaintiffs and Non-Exempt Class Against Defendants)

68. Plaintiffs repeat and incorporate by reference all the allegations of this Complaint as though fully set forth herein.

69. Labor Code § 201 provides, in relevant part, that:

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages[2] shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of quitting.

70. Labor Code § 203 provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

71. Labor Code § 204 provides that all wages, other than those mentioned in sections 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

72. <u>Failure to Timely Pay Wages Due.</u> As set forth above, Defendants failed to timely pay the regular rate or overtime wages earned for off-the-clock work and meal and rest period

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[2] Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment." Additionally, in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022), the California Supreme Court recently held that failure to pay premiums for violating the California Labor Code's meal and rest break provisions constitutes "wages" for purposes of waiting time penalties.

premiums resulting from deficient timekeeping practices and meal and rest period policies upon regularly scheduled paydays.

73. Relief. Defendants' failure to pay Plaintiffs and those Class Members wages on their regularly scheduled paydays subjects Defendants to civil penalties in the amount of $100 per employee per initial violation and $200 per employee for every subsequent violation of Labor Code § 204 pursuant to Labor Code § 210.

74. Failure to Pay Upon Termination. Plaintiffs and many Class Members have left Defendants' employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiffs and Class Members all their earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay minimum wages, regular rate wages, overtime wages, and meal and/or rest period premiums as alleged herein to Plaintiffs and Class Members in violation of Labor Code §§ 201 and 202.

75. Relief. Defendants' failure to pay Plaintiffs and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and 202. Plaintiffs and Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

SEVENTH CAUSE OF ACTION

Labor Code § 2802

Failure to Reimburse Necessary Business Expenses

(Plaintiffs and Non-Exempt Class Against Defendants)

76. Plaintiffs repeat and incorporates by reference every allegation in this complaint as if fully set forth herein.

77. Labor Code section 2802 provides that "[a]n employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer." Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing

off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

78. As a matter of uniform and systemic policy, Defendants failed to reimburse their non-exempt employees for necessary business expenditures pursuant to Labor Code § 2802.

79. Plaintiffs and Class Members were regularly required regularly required to access the mobile application before their scheduled shifts to check schedules, confirm shift assignments, review policy updates, and respond to management communications.

80. By unlawfully failing to reimburse Plaintiffs and Class Members, Defendants are liable for a reasonable portion of their incurred expenses, to be determined upon trial, plus reasonable attorneys' fees and costs. Lab. Code § 2802.

EIGHTH CAUSE OF ACTION

California Business & Professions Code §§ 17200, et seq.

Unlawful Business Practices

(Plaintiffs and Class Against All Defendants)

81. Plaintiffs repeat and incorporate by reference all the allegations of this Complaint as though fully set forth herein.

82. Defendants are "persons" as defined by California Business & Professions Code § 17201, as they are a natural person, corporations, firms, partnerships, joint stock companies, and/or associations.

83. Unlawful Business Practices. Defendants' knowing violations of provisions of the Labor Code and IWC Wage Order No. 5-2001 constitute unlawful business practices as set forth in Business & Professions Code § 17200, *et seq*.

84. Defendants' failure to abide by the laws discussed herein provided Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cut corners in the name of higher profits and at the expense of employee well-being. Defendants' actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq*.

85. Relief. Plaintiffs bring this cause of action seeking equitable and injunctive relief to

stop Defendants' willful and ongoing misconduct and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiffs seek an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiffs demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray judgment as follows:

A. For an Order:

   a. Certifying the Class;

   b. Appointing Plaintiffs as representatives of the Class;

   c. Appointing Plaintiffs' counsel as Class Counsel;

B. For actual and liquidated damages according to proof at trial;

C. For statutory and civil penalties and special damages, according to proof at trial;

D. For pre- and post-judgment interest on monetary damages;

E. For preliminary and permanent injunctive relief;

F. For reasonable attorneys' fees and costs and expert fees and costs as allowed by law; and

G. For such other relief as this Court deems just and proper.

Dated: April 1, 2026

Respectfully submitted,

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