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on behalf of herself and all others similarly situated

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

CARMEN I. GONZALEZ-GOMEZ, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

UNIVERSAL CITY STUDIOS LLC, a
Delaware Limited Liability Company;
and DOES 1 to 10, inclusive,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT FOR:

- 1) **Overtime Wages in Violation of Labor Code §§ 510 and 1198;**
- 2) **Failure to Pay All Wages and Minimum Wages in Violation of Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198;**
- 3) **Failure to Provide Compliant Meal Periods in Violation of Labor Code §§ 226.7, 512, 516, and 1198;**
- 4) **Failure to Provide Compliant Rest Periods in Violation of Labor Code §§ 226.7, 516, and 1198;**
- 5) **Failure to Reimburse Business Expenses in Violation of Labor Code § 2802;**
- 6) **Failure to Pay Contractually Required Premium Pay in Violation of Labor Code §§ 221, 223, and 1198;**
- 7) **Failure to Timely Pay Wages During Employment in Violation of Labor Code § 204;**
- 8) **Failure to Pay All Wages Owed at Termination in Violation of Labor Code §§ 201-203;**
- 9) **Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code § 1174.5; and,**
- 10) **Violations of Business & Professions Code § 17200 et seq**

DEMAND FOR JURY TRIAL

1 Plaintiff, CARMEN I. GONZALEZ-GOMEZ (hereinafter "Plaintiff") hereby submits her
2 Complaint against Defendant UNIVERSAL CITY STUDIOS LLC, a Delaware Limited Liability
3 Company, and DOES 1 to 10, inclusive (hereinafter referred to collectively as "Defendants"), on behalf
4 of herself and the class of all other similarly situated current and former employees of Defendants as
5 follows

6 **NATURE OF THE CASE**

7 1. This is a class action brought pursuant to California Code of Civil Procedure § 382,
8 challenging Defendants' systemic illegal employment practices resulting in violations of California Labor
9 Code §§ 201-204, 221, 223, 226(a), 226.7, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, and 2802,
10 California Business & Professions Code § 17200, et seq. ("Unfair Competition Law"), and the applicable
11 Industrial Welfare Commission ("IWC") Wage Order No. 5.

12 2. Plaintiff seeks relief on behalf of herself and members of the Plaintiff Class as a result of
13 employment policies, practices, and procedures more specifically described below, which violate the
14 California Labor Code and the orders and standards promulgated by the California Department of
15 Industrial Relations, Industrial Welfare Commission, Division of Labor Standards, and which have
16 resulted in the failure of Defendants to pay Plaintiff and members of the Plaintiff Class all wages due to
17 them. Said employment policies, practices, and procedures are generally described as follows:

- 18 • Failure to Pay Employees for All Overtime Wages;
- 19 • Failure to Pay Employees for All Hours Worked, including time spent donning required
20 uniforms prior to clocking in;
- 21 • Failure to Provide Employees with Compliant Meal Periods;
- 22 • Failure to Provide Employees with Compliant Rest Periods;
- 23 • Failure to Reimburse Employees' Business Expenses;
- 24 • Failure to Pay Contractually Required Training Premium Pay;
- 25 • Failure to Timely Pay Wages During Employment;
- 26 • Failure to Pay All Wages Owed at Termination; and,
- 27 • Failure to Provide Employees with Accurate, Itemized Wage Statements and Failure to
28 Maintain Accurate Records.

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1 3. At all times relevant herein, on information and belief, Defendant Universal City Studios
2 LLC owns and operates Universal Studios Hollywood, a major theme park located in Universal City,
3 California, which serves approximately one thousand (1,000) guests daily and employs a large workforce
4 of culinary and food service employees, among others.

5 4. Defendants have maintained practices which have failed and continue to fail to pay Plaintiff
6 and other non-exempt employees all wages. Specifically, Defendants have implemented a policy and/or
7 practice of rounding employees' compensable time to the nearest one-tenth (1/10th) of an hour. This
8 rounding policy is not neutral in its application — rather, it systematically rounds down employees'
9 compensable time in a manner that consistently benefits Defendants at the expense of Plaintiff and
10 members of the Class, resulting in employees being compensated for less time than they actually worked.
11 See See's Candy Shops, Inc. v. Superior Court (2012) 210 Cal.App.4th 889. Furthermore, Defendants
12 require employees to don required uniform items — including but not limited to white coats and disposable
13 hats — prior to their shift, a separate and distinct act from the subsequent walk to the clock-in location.
14 Both the donning of required uniforms and the walk to the clock-in location are compensable activities
15 performed at Defendants' direction, yet neither is compensated.

16 5. Furthermore, Defendants failed to provide employees with timely, complete, and
17 uninterrupted meal and rest periods. Plaintiff and other non-exempt employees are regularly required to
18 continue working during their meal periods due to understaffing, and are provided meal periods of only
19 thirty-six (36) minutes in duration — which are further reduced by the time required to walk to and from
20 the designated meal break area, approximately three to four minutes each way — such that employees
21 receive fewer than thirty (30) minutes of actual off-duty meal period time. Additionally, Defendants fail
22 to provide employees with adequate net rest period time, requiring employees to use their ten
23 (10) minute rest periods to walk to and from rest areas without accounting for that travel time.

24 6. In light of the foregoing, Defendants have also failed to provide accurate wage statements
25 and have failed to pay all wages owed, including contractually required training premium pay.

26 7. Plaintiff brings the claims herein as a class action on behalf of herself and other similarly
27 situated individuals who have worked for Defendants in California, at any time from four
28 (4) years prior to the filing of this Complaint through the resolution of this action. Plaintiff, on her own

1 behalf and on behalf of all Class Members, brings the class claims pursuant to California Labor Code §§
2 201-204, 221, 223, 226(a), 226.7, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, 2802, the applicable
3 wage order, and under Business & Professions Code §§ 17200-17208, for unfair competition due to
4 Defendants' unlawful, unfair, and fraudulent business acts and practices.

5 8. Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged
6 in, among other things, a system of willful violations of the California Labor Code and the applicable IWC
7 wage orders by creating and maintaining policies, practices, and customs that knowingly deny employees
8 the above-stated rights and benefits.

9 **PARTIES**

10 9. Plaintiff, Carmen I. Gonzalez-Gomez, is an individual over the age of eighteen (18) and is
11 now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State
12 of California, residing in Granada Hills, California. During the Relevant Time Period, Plaintiff worked for
13 Defendants as a Production Cook, Lead, and Trainer in Defendants' Food Culinary Production Kitchen
14 located at Universal Studios Hollywood, Universal City, California. Plaintiff was employed by Defendants
15 from approximately May 14, 2016 through approximately November 15, 2025.

16 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant Universal City
17 Studios LLC is a limited liability company organized and existing under the laws of the State of Delaware,
18 and at all times relevant hereto has been authorized to do business and has been actively doing business
19 in the State of California, with its principal place of business located at 100 Universal City Plaza, Universal
20 City, California 91608.

21 11. Plaintiff is further informed and believes, and based thereon alleges, that at all times
22 relevant hereto, Defendant has transacted, and continues to transact, business throughout the State of
23 California, including operating Universal Studios Hollywood, a major theme park and entertainment
24 complex.

25 12. Plaintiff is informed and believes and based thereon alleges that at all times herein
26 mentioned Defendants and DOES 1 to 10, is and was a corporation, business entity, individual, and
27 partnership, licensed to do business and actually doing business in the State of California.

28 13. Plaintiff does not know the true names or capacities, whether individual, partner, or

1 corporate, of the Defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said Defendants
2 are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true
3 names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of
4 said fictitious Defendants were responsible in some way for the matters alleged herein and proximately
5 caused Plaintiff and members of the general public and class to be subject to the illegal employment
6 practices, wrongs, and injuries complained of herein.

7 14. At all times herein mentioned, Defendants participated in the doing of the acts hereinafter
8 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them,
9 were the agents, servants, and employees of each of the other Defendants, as well as the agents of all
10 Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and
11 employment.

12 15. Plaintiff is informed and believes, and based thereon alleges, that at all times material
13 hereto, each of the Defendants named herein are the agent, employee, alter ego, and/or joint venturer of,
14 or working in concert with, each of the other co-Defendants and were acting within the course and scope
15 of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and
16 omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and
17 ratified said acts, conduct, and omissions of the acting Defendants.

18 16. At all times herein mentioned, the acts and omissions of various Defendants, and each of
19 them, concurred and contributed to the various acts and omissions of each and all of the other Defendants
20 in proximately causing the injuries and damages as herein alleged. At all times herein mentioned,
21 Defendants, and each of them, ratified each and every act or omission complained of herein. At all times
22 herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and
23 all of the other Defendants in proximately causing the damages as herein alleged.

24 17. The Members of the Classes (as defined below), including the representative Plaintiff
25 named herein, have been employed during the Class Period in California. The practices and policies which
26 are complained of by way of this Complaint are enforced throughout the State of California.

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1 **JURISDICTION AND VENUE**

2 18. The Court has jurisdiction over this class action pursuant to Article 6, Section 10 of the
3 California Constitution and Code of Civil Procedure § 410.10.

4 19. Additionally, this Court has jurisdiction over Plaintiff's and the Class's claims for injunctive
5 relief, including restitution of earned wages, arising from Defendants' unfair competition under Business
6 & Professions Code §§ 17203 and 17204.

7 20. The Court has jurisdiction over Defendants because they are authorized to do business in
8 the State of California and are registered with the California Secretary of State. Defendants do sufficient
9 business with sufficient minimum contacts in California, and/or otherwise intentionally avail themselves
10 of the California market, to render the exercise of jurisdiction over Defendants by the California court
11 consistent with traditional notions of fair play and substantial justice.

12 21. Venue is proper in Los Angeles County because the acts which give rise to this litigation
13 occurred in this county, because Defendants operate their principal California place of business in this
14 county, and because Defendants have employed Class Members in this county and transact business in
15 this county.

16 **FACTUAL ALLEGATIONS**

17 22. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

18 **Defendants' Time-Rounding Policy**

19 23. Throughout the Relevant Time Period, Defendants have maintained and enforced a
20 company-wide policy and/or practice of rounding employees' compensable work time to the nearest one-
21 tenth (1/10th) of an hour. This rounding policy is not neutral in its application. Rather than rounding
22 employees' time up and down with equal frequency and equal effect, Defendants' rounding policy
23 systematically and consistently rounds down employees' compensable time in a manner that, over time,
24 benefits Defendants at the expense of Plaintiff and members of the Class, resulting in employees being
25 paid for less time than they actually worked. See See's Candy Shops, Inc. v. Superior Court (2012) 210
26 Cal.App.4th 889 (holding that a rounding policy is only lawful if, over time, it does not result in a failure
27 to compensate employees for time actually worked).

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1 24. As evidenced by Plaintiff's wage statements, Defendants record and compensate
2 employees' overtime and other work time in increments of one-tenth (1/10th) of an hour. The net effect of
3 this rounding practice, when applied systematically across Plaintiff's and Class Members' employment, is
4 the consistent underpayment of wages owed.

5 **Defendants' Failure to Pay for Pre-Shift Donning Time and Walk Time**

6 25. Throughout the Relevant Time Period, Defendants have maintained a policy and/or
7 practice requiring Plaintiff and members of the Class to perform two separate and distinct categories of
8 compensable pre-shift activity for which they receive no compensation: (1) donning required uniform
9 items, and (2) walking from the locker room area to the designated clock-in location.

10 26. First, Plaintiff and other non-exempt culinary employees are required to arrive at the locker
11 room and don required uniform items — including, but not limited to, white coats and disposable hats —
12 before they are permitted to begin their shift. The time spent donning these required uniform items is a
13 distinct, compensable activity performed at Defendants' direction and for Defendants' benefit, as
14 employees are not free to begin work without first completing this uniform requirement.

15 27. Second, and separately, after donning their required uniforms, Plaintiff and other non-
16 exempt culinary employees are required to walk approximately ten (10) to fifteen (15) minutes from the
17 locker room area to their designated clock-in location before they are permitted to clock in. This post-
18 donning walk time is an additional, separate category of compensable time for which Defendants also fail
19 to provide any compensation.

20 28. The distinction between these two activities is significant: Defendants do provide some
21 additional walktime at the end of shifts for employees to return from their work stations to the locker room
22 area. This end-of-shift accommodation further undercuts any argument that the pre-shift walktime is de
23 minimis or administratively impracticable to record, and demonstrates that Defendants are capable of
24 accounting for employee walk time when they choose to do so. However, Defendants provide no
25 corresponding compensation for either the pre-shift donning time or the pre-shift walk to the clock-in
26 location.

27 29. Thus, Defendants did not compensate their hourly non-exempt employees for all of the
28 minutes that they worked, including but not limited to the time that the employees were subject to the

control and direction of Defendants, and/or the time that the employees were suffered or permitted to work.

Defendants' Failure to Provide Compliant Meal Periods

30. Plaintiff is further informed and believes, and based thereon alleges, that as a matter of policy and/or practice, Defendants routinely failed to provide Plaintiff and the members of the Plaintiff Class with meal periods during which they were relieved of all duties.

31. Specifically, Plaintiff and other non-exempt culinary employees who work at the VIP Moulin Rouge restaurant and Production Kitchen are provided a scheduled meal period of only thirty-six (36) minutes in duration. However, the designated meal break area requires employees to walk approximately three to four (3-4) minutes each way, consuming approximately six to eight (6-8) minutes of the scheduled meal period for travel alone. As a result, Plaintiff and members of the Class regularly receive fewer than thirty (30) minutes of actual off-duty meal period time, in violation of California law.

32. Furthermore, Plaintiff and members of the Class regularly continue working during their scheduled meal periods due to chronic understaffing at Defendants' facility. Plaintiff regularly clocked out for meal periods and then continued performing work duties without compensation because staffing levels were insufficient to permit her to take a complete and uninterrupted meal period.

33. Throughout the Class Period, Defendants regularly:

- Failed to provide Plaintiff and the members of the Plaintiff Class with a first meal period of not less than thirty (30) minutes during which they are relieved of all duty before working more than five (5) hours;
- Failed to provide Plaintiff and the members of the Plaintiff Class with a second meal period of not less than thirty (30) minutes during which they are relieved of all duty before working more than ten (10) hours per day; [FLAGGED: Confirm factual support for shifts regularly exceeding 10 hours before filing]
- Failed to pay Plaintiff and the members of the Plaintiff Class one hour of pay at their regular rate of compensation for each workday that a meal period was not provided; and,
- Failed to accurately record all meal periods.

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34. Defendants knew or should have known that as a result of their policies and/or practices, Plaintiff and members of the Class were not actually relieved of all duties to take timely, uninterrupted meal periods of not less than thirty (30) minutes. Defendants further knew or should have known that they did not pay Plaintiff and members of the Class all meal period premiums when meal periods were missed, late, short, and/or interrupted. Because of this practice and/or policy, Plaintiff and members of the Class have not received all premium pay for missed, interrupted, or late meal periods.

35. Defendants knew or should have known that as a result of their policies and/or practices, employees' meal periods were systematically shortened by mandatory walk time to and from the designated meal area. The mere existence of Defendants' facially lawful meal period policy is unavailing given the practical constraints and pressures on employees that prevent them from taking compliant meal periods. See *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040.

36. Employers must pay premium payments to employees for missed meal, rest, and recovery breaks at the employee's "regular rate of pay" instead of their base hourly rate. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.

Defendants' Failure to Provide Compliant Rest Periods

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to effectively communicate California rest period requirements to Plaintiff and the members of the Plaintiff Class, and throughout the Relevant Time Period failed to provide paid, off-duty rest periods of not less than ten (10) net minutes per four hours worked.

38. Specifically, Defendants provide employees with a ten (10) minute rest period but fail to account for the time employees must spend walking to and from the designated rest area. Because no additional walktime is provided for rest breaks — in contrast to the walktime provided at the end of shifts — employees' actual off-duty rest time is reduced by the mandatory travel time, resulting in employees receiving fewer than ten (10) minutes of net off-duty rest period time.

39. Throughout the Class Period, Defendants regularly:

- Failed to provide paid rest periods of ten (10) net minutes during which Plaintiff and the members of the Plaintiff Class were relieved of all duty for each four (4) hours of work; and,

- Failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay at their regular rate of compensation for each workday that a compliant rest period was not authorized and permitted.

Defendants' Failure to Reimburse Business Expenses

40. At all times relevant hereto, Defendants had company-wide policies and/or practices whereby non-exempt employees were required to undertake expenses on Defendants' behalf without reimbursement. Specifically, Plaintiff was required to use her personal cell phone to send text messages and photographs to the chef and other supervisors regarding work-related matters, including food preparation updates, kitchen issues, and work instructions. Defendants required this use of Plaintiff's personal cell phone as a necessary component of her job duties but failed to reimburse Plaintiff for these work-related expenses.

41. On information and belief, other non-exempt employees in culinary and food service positions were similarly required to use their personal cell phones for work-related communications and were similarly not reimbursed by Defendants for such expenses.

42. Defendants regularly failed to reimburse Plaintiff and Class Members for all necessary expenditures and losses they incurred in the performance of their job duties, in violation of California Labor Code § 2802.

Defendants' Failure to Pay Contractually Required Training Premium Pay

43. Throughout the Relevant Time Period, Plaintiff served as a trainer for Defendants, training new employees approximately three (3) to five (5) times per year. Pursuant to the applicable collective bargaining agreement between Defendants and Plaintiff's union, employees who perform training duties are entitled to receive a nondiscretionary premium pay rate of thirty-five percent (35%) above their applicable base hourly rate for all time spent performing such training activities.

44. Despite Plaintiff's regular performance of training duties as required and directed by Defendants, Defendants systematically failed to pay Plaintiff and other similarly situated employees the contractually required thirty-five percent (35%) training premium for time spent training new employees.

45. Because the training premium is nondiscretionary compensation owed pursuant to the

1 applicable collective bargaining agreement, it constitutes remuneration that must be included in the
2 calculation of employees' regular rate of pay for purposes of overtime compensation and meal and rest
3 period premium calculations. Defendants' failure to pay the training premium therefore not only results in
4 the direct loss of the premium itself, but also causes a further underpayment of overtime wages and meal
5 and rest period premiums by understating employees' true regular rate of pay.

6 46. Defendants' failure to pay the contractually required training premium pay constitutes a
7 failure to pay wages owed in violation of California Labor Code §§ 221 and 223, which prohibit employers
8 from collecting or receiving any part of wages already paid to employees and from paying wages at a rate
9 less than that designated by contract, as well as Labor Code § 1198.

10 **Defendants' Failure to Pay All Wages and Minimum Wages**

11 47. During the Relevant Time Period, Defendants had, and continue to have, a company-wide
12 policy requiring work during Plaintiff's and Class Members' meal and rest periods, and a policy requiring
13 employees to perform compensable work prior to clocking in, as described above.

14 48. Defendants' rounding policy, pre-shift donning policy, pre-shift walk time policy, and off-
15 the-clock work practices collectively result in employees being systematically undercompensated for all
16 hours worked. Because Plaintiff and members of the Class regularly worked shifts of eight (8) hours a day
17 or more and/or forty (40) hours a week or more, some of this uncompensated time qualified for overtime
18 premium pay.

19 49. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that Defendants'
20 calculation of employees' total hours worked for purposes of determining overtime and premium pay
21 obligations improperly includes non-worked time such as sick leave, vacation time, and other paid non-
22 working hours in the total hours used to calculate employees' regular rate of pay, thereby diluting
23 employees' regular rate and resulting in the underpayment of overtime premiums and meal and rest period
24 premium pay. This regular rate dilution constitutes an independent basis for the underpayment of both
25 overtime wages and meal and rest period premiums, as more specifically alleged in the First and Third
26 Causes of Action below.

27 50. Under the applicable wage order, Labor Code § 510, and the applicable IWC wage order
28 section 2(G), "hours worked" means "the time during which an employee is subject to the control of an

1 employer and includes all the time the employee is suffered or permitted to work, whether or not
2 required to do so."

3 **Defendants' Failure to Timely Pay Wages During Employment**

4 51. California Labor Code § 204 requires that all wages earned by any person in any
5 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages
6 due upon termination of an employee, are due and payable between the 16th and the 26th day of the month
7 during which the labor was performed, and that all wages earned by any person in any employment
8 between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon
9 termination of an employee, are due and payable between the 1st and the 10th day of the following month.

10 52. During the Relevant Time Period, Defendants willfully failed to pay Plaintiff and other
11 non-exempt employees all wages due, including but not limited to overtime wages, minimum wages,
12 and/or meal and rest period premiums, within the time periods specified by California Labor Code § 204.

13 **Defendants' Failure to Pay All Wages Due at Termination of Employment**

14 53. At all times relevant hereto, California Labor Code § 201 required an employer that
15 discharges an employee to pay compensation due and owing to said employee immediately upon
16 discharge. California Labor Code § 202 requires an employer to pay an employee who quits any
17 compensation due and owing to said employee within seventy-two (72) hours of an employee's
18 resignation. California Labor Code § 203 provides that if an employer willfully fails to pay compensation
19 promptly upon discharge or resignation, as required under §§ 201 and 202, then the employer is liable for
20 waiting time penalties in the form of continued compensation for up to thirty (30) workdays.

21 54. Plaintiff's employment with Defendants ended on or about November 15, 2025. Defendants
22 willfully and knowingly failed to pay Plaintiff and the Plaintiff Class upon termination of employment all
23 accrued compensation, as described above, including but not limited to compensation required for time
24 spent performing pre-shift donning activities and walking to the clock-in location, time rounded away by
25 Defendants' systematically non-neutral rounding policy, unpaid meal and rest period premiums, and
26 unpaid training premium pay.

27 **Defendants' Failure to Provide Compliant Wage Statements**

28 55. During the Relevant Time Period, Defendants have knowingly and intentionally provided

1 Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage statements.
2 Specifically, Defendants provided wage statements that fail to correctly list: all hours worked (including
3 pre-shift donning time and pre-shift walk time); gross wages earned; net wages earned; all applicable
4 hourly rates in effect during the pay period, including the contractually required training premium rate;
5 and all meal and rest period premium payments owed.

6 56. Because Defendants failed to provide the correct net and gross wages earned, all applicable
7 rates of pay, and the total number of hours worked on wage statements, Plaintiff and members of the
8 Classes have been prevented from verifying, solely from information on the wage statements themselves,
9 that they were paid correctly and in full.

10 **Facts Regarding Willfulness**

11 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and were
12 advised by skilled lawyers, other professionals, employees with human resources backgrounds, and
13 advisors with knowledge of the requirements of California wage and hour laws, and that at all relevant
14 times, Defendants knew or should have known that the Plaintiff Class Members, including Plaintiff, were
15 entitled to receive one hour of pay at the employee's regular rate of compensation for each day that a meal
16 and rest period was not provided, and were and are entitled to receive pay for all hours worked, training
17 premium pay as required by the applicable collective bargaining agreement, accurate itemized wage
18 statements, and pay in a timely manner. Defendants' continued maintenance of the policies and practices
19 described herein, despite their awareness of California law requirements, demonstrates that their failures
20 to pay are willful within the meaning of Labor Code § 203.

21 **Unfair Business Practices**

22 58. Defendants have further engaged in, and continue to engage in, unfair business practices
23 in California by practicing, employing, and utilizing the unlawful employment practices and policies
24 outlined above.

25 59. Defendants' utilization of such unfair business practices constitutes unfair competition and
26 provides an unfair advantage over Defendants' competitors.

27 60. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of
28 the Plaintiff Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment

1 of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants
2 to perform their obligations under state law, all to Plaintiff's and the Plaintiff Class members' respective
3 damage in amounts according to proof at the time of trial.

4 **Plaintiff's Exhaustion of Administrative Remedies**

5 61. Plaintiff is currently complying with the procedures for bringing suit specified in Labor
6 Code § 2699.3.

7 62. By letter dated [DATE], required notice was provided to the Labor and Workforce
8 Development Agency ("LWDA") and Defendants, of the specific provisions of the California Labor Code
9 alleged to have been violated, including the facts and theories to support the alleged violations.

10 63. This Complaint will be amended when more than sixty-five (65) days have passed since
11 the date the notice was mailed to Defendants and the LWDA, if the LWDA chooses not to investigate the
12 allegations herein.

14 **CLASS ACTION ALLEGATIONS**

15 64. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

16 65. Pursuant to Code of Civil Procedure § 382, this action is brought and may be properly
17 maintained as a class action. This action satisfies the ascertainability, numerosity, commonality, typicality,
18 adequacy, predominance, and superiority requirements of those provisions.

19 66. The classes which Plaintiff seeks to represent are composed of, and defined as follows:

- 20 • Plaintiff Class: All persons who have been, or currently are, employed by Defendant
21 and who held, or hold, job positions which Defendant has classified as non-exempt
22 employees in the State of California, at any time since four (4) years prior to filing this
23 action through the date judgment is rendered in this action.
- 24 • Terminated Sub-Class: All members of the Plaintiff Class whose employment ended
25 during the Class Period.

26 (Collectively, "Plaintiff Class" or "Class Members")

27 67. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the
28 class period hundreds of Class Members have been employed by Defendants as non-exempt employees

1 in the State of California. Because so many persons have been employed by Defendants in this capacity,
2 the members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or
3 impracticable.

4 68. Common Questions of Law and/or Fact: Common questions of law and fact exist as to all
5 members of the Plaintiff Class and predominate over any questions affecting solely individual members
6 of the Plaintiff Class. Among the questions of law and fact that are relevant to the adjudication of Class
7 Members' claims are as follows:

- 8 • Whether Plaintiff and Class Members are subject to and entitled to the benefits of California
9 wage and hour statutes;
- 10 • Whether Defendants' time-rounding policy is neutral in application or systematically
11 undercompensates Plaintiff and Class Members;
- 12 • Whether Defendants failed to compensate Plaintiff and Class Members for pre-shift time
13 spent donning required uniforms;
- 14 • Whether Defendants failed to compensate Plaintiff and Class Members for pre-shift walk
15 time to the clock-in location;
- 16 • Whether Defendants failed to pay Plaintiff and Class Members for all hours worked;
- 17 • Whether Defendants failed to pay Plaintiff and Class Members all overtime;
- 18 • Whether Defendants' regular rate calculation improperly includes non-worked paid time,
19 thereby diluting employees' regular rate;
- 20 • Whether Defendants had a standard policy of not providing compliant meal and rest
21 periods and/or premiums to Plaintiff and members of the Plaintiff Class;
- 22 • Whether Defendants failed to reimburse Plaintiff and Class Members for all business
23 expenses incurred during their employment;
- 24 • Whether Defendants failed to pay contractually required training premium pay to Plaintiff
25 and Class Members who performed training duties;
- 26 • Whether Defendants failed to timely pay wages to Plaintiff and members of the Plaintiff
27 Class during their employment;
- 28 • Whether Defendants failed to pay final wages to Plaintiff and members of the Terminated

Sub-Class upon separation of employment;

- Whether Defendants unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages;
- Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and,
- Whether Defendants' conduct as alleged herein violates the Unfair Business Practices Act of California (Bus. & Prof. Code, § 17200 et seq.).

69. Typicality: The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Defendants' common course of conduct in failing to provide their non-exempt employees with compliant meal and rest periods, failing to compensate employees for pre-shift donning time and walk time, applying a systematically non-neutral rounding policy, failing to reimburse business expenses, and failing to pay contractually required training premium pay has caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the proposed Class.

70. Adequacy of Representation: Plaintiff is an adequate representative of the proposed Class because she is a member of the class, and her interests do not conflict with the interests of the members she seeks to represent. Plaintiff has retained competent counsel, experienced in the prosecution of complex class actions, and together Plaintiff and her counsel intend to prosecute this action vigorously for the benefit of the Class. The interests of the Class Members will fairly and adequately be protected by Plaintiff and her attorneys.

71. Superiority of Class Action: A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual litigation of the claims of all Class Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed on an individual basis, because this would potentially result in hundreds of individual, repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or contradictory judgments, and the prospect of a "race to the courthouse," and an inequitable allocation of recovery among those with equally meritorious claims. By contrast, the class action device presents far fewer management difficulties, and

1 provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a
2 single court.

3
4 **FIRST CAUSE OF ACTION**

5 **Failure to Pay All Overtime Wages California**

6 **Labor Code §§ 510, 1198, and Applicable IWC Wage Orders**

7 **(By Plaintiff and Members of the Putative Class Against Defendants)**

8 72. Plaintiff incorporates herein by reference the allegations set forth above.

9 73. At all times relevant herein, which comprise the time period not less than four (4) years
10 preceding the filing of this action, Defendants were required to compensate their hourly employees for all
11 overtime hours worked.

12 74. California Labor Code §§ 510 and 1198 and the applicable IWC wage order require
13 employers to pay employees working more than eight (8) hours in a day or more than forty
14 (40) hours in a workweek at the rate of one-and-one-half (1½) times the regular rate of pay for all hours
15 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable
16 IWC wage order further provides that employers are required to pay employees working more than twelve
17 (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An
18 employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
19 employee, including nondiscretionary bonuses and incentive pay.

20 75. Defendants willfully failed to pay all overtime wages owed to Plaintiff and members of the
21 Class. During the Relevant Time Period, Plaintiff and members of the Class were not paid overtime
22 premiums for all of the hours they actually worked in excess of eight (8) hours in a day, in excess of twelve
23 (12) hours in a day, and/or in excess of forty (40) hours in a week, because: (a) Defendants' systematically
24 non-neutral rounding policy reduced the recorded hours worked; (b) Defendants failed to record or
25 compensate pre-shift donning time; (c) Defendants failed to record or compensate pre-shift walk time to
26 the clock-in location; and (d) Defendants failed to record or compensate time worked during meal periods.

27 76. Additionally, Defendants' improper dilution of employees' regular rate of pay — through
28 the inclusion of non-worked paid time such as sick leave and vacation in the denominator of the regular

rate calculation without corresponding adjustment to the numerator — resulted in the systematic underpayment of overtime premiums even for overtime hours that were recorded, because the effective regular rate used to calculate overtime premiums was lower than employees' true regular rate of pay.

77. Defendants' failure to pay Plaintiff and members of the Class the balance of overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198. Plaintiff and members of the Class are entitled to recover civil penalties, attorney's fees, costs, and interest thereon.

SECOND CAUSE OF ACTION

Failure to Pay All Wages and Minimum Wages

Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198, and Applicable IWC Wage Orders

By Plaintiff and Members of the Putative Class Against Defendants)

78. Plaintiff incorporates herein by reference the allegations set forth above.

79. At all times relevant herein, which comprise the time period not less than four (4) years preceding the filing of this action, Defendants were required to compensate their hourly employees for all hours worked.

80. For at least the four (4) years preceding the filing of this action, Defendants failed to compensate employees for all hours worked. Defendants implemented policies that actively prevented employees from being compensated for all time worked by: (a) requiring employees to don required uniforms prior to clocking in without compensation; (b) requiring employees to walk to the clock-in location following donning without compensation; (c) applying a systematically non-neutral rounding policy; and (d) suffering or permitting employees to work during meal periods without compensation.

81. Under the applicable wage order and state regulations, Plaintiff and the Plaintiff Class are entitled to recover compensation for all hours worked, but not paid, for the four (4) years preceding the filing of this action, in addition to reasonable attorney's fees and costs of suit in accordance with Labor Code § 218.5, and penalties pursuant to Labor Code §§ 203 and 206.

82. As a proximate result of the above-mentioned violations, Plaintiff and the Plaintiff Class have been damaged in an amount according to proof at time of trial.

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Provide Compliant Meal Periods**

3 **Labor Code §§ 226.7, 512, 516, 1198, and Applicable IWC Wage Orders**

4 **(By Plaintiff and Members of the Putative Class Against Defendants)**

5 83. Plaintiff hereby incorporates by reference each and every one of the allegations contained
6 in the preceding paragraphs as if the same were fully set forth herein.

7 84. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class Members
8 regularly worked more than five (5) hours per shift and were entitled to a meal period of not less than
9 thirty (30) minutes without duty.

10 85. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendants
11 routinely failed to provide Plaintiff and the members of the Class with such meal periods without duty.
12 Specifically, Defendants' scheduled meal period of thirty-six (36) minutes is reduced by the approximately
13 three to four (3-4) minute walk time required to reach the designated meal area, resulting in employees
14 receiving fewer than thirty (30) minutes of actual off-duty meal period time. Furthermore, due to chronic
15 understaffing, Plaintiff and other employees regularly continued to perform work duties during their
16 scheduled meal periods.

17 86. The mere existence of a facially lawful meal period policy is unavailing if there are
18 practical constraints and pressures on employees to perform their duties in ways that omit or curtail breaks.
19 See Brinker Rest. Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1040. In Augustus et al. v. ABM
20 Security Services, Inc. (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that required meal
21 and rest periods must be "off-duty," meaning that employees must be relieved of "all work-related duties"
22 and must be "free from employer control" over how they "spend their time." Id. at 264, 269.

23 87. Employers must pay premium payments to employees for missed meal, rest, and recovery
24 breaks at the employee's "regular rate of pay" instead of their base hourly rate. Ferra v. Loews
25 Hollywood Hotel, LLC (2021) 11 Cal.5th 858. As alleged in ¶ 49 above, Defendants' improper dilution
26 of employees' regular rate through inclusion of non-worked paid time in the hours denominator results in
27 the further underpayment of meal period premiums, because the effective regular rate used to calculate
28 those premiums is lower than employees' true regular rate of pay.

88. Defendants failed to perform their obligations to provide Plaintiff and the members of the Plaintiff Class with off-duty meal periods of not less than thirty (30) minutes by the end of the fifth hour of work. Defendants have also failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay at the regular rate for each off-duty meal period that they have been denied.

89. Plaintiff and members of the Class are entitled to civil penalties, attorney's fees, costs, and interest thereon.

FOURTH CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

Labor Code §§ 226.7, 516, 1198, and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendants)

90. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

91. Labor Code §§ 226.7, 516, and 1198, and the applicable IWC wage order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a rest period is not provided. The applicable IWC wage order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

92. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and Class Members were entitled to a paid rest period of not less than ten (10) net minutes without duty for each and every four (4) hours or major fraction thereof worked during the workday.

93. Nevertheless, Defendants routinely failed to provide Plaintiff and the members of the Plaintiff Class with ten (10) net minutes of off-duty rest period time. Defendants provide a ten (10) minute rest period but fail to account for the time employees must spend walking to and from the designated rest area, thereby providing employees with fewer than ten (10) net minutes of actual off-duty rest time. No additional walktime is provided for rest breaks, in contrast to the walktime provided at the end of shifts, further demonstrating that Defendants are capable of accounting for employee travel time but choose not

1 to do so for rest periods.

2 94. Defendants failed to provide Plaintiff and Class Members with compliant rest periods as
3 required by Labor Code §§ 226.7 and 516, and the applicable IWC wage order, and categorically failed
4 to pay any and all rest period premium wages due.

5 95. Plaintiff and Class Members seek damages pursuant to Labor Code § 226.7(b) and the
6 applicable IWC wage order, in the amount of one additional hour of pay at the regular rate for each work
7 day that a compliant rest period was not provided to Plaintiff and any member of the Class.

8 **FIFTH CAUSE OF ACTION**

9 **Failure to Reimburse Business Expenses**

10 **Labor Code § 2802 and Applicable IWC Wage Orders**

11 **(By Plaintiff and Members of the Putative Class Against Defendants)**

12 96. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
13 herein.

14 97. Labor Code § 2802 requires employers to pay for all necessary expenditures and losses
15 incurred by the employee in the performance of his or her job. The purpose of Labor Code § 2802 is to
16 prevent employers from passing off their cost of doing business and operating expenses on to their
17 employees. Cochran v. Schwan's Home Service, Inc. (2014) 228 Cal.App.4th 1137, 1144.

18 98. Throughout the Relevant Time Period, Plaintiff was required to use her personal cell phone
19 to send text messages and photographs to the chef and other supervisors regarding work-related matters,
20 including food preparation updates, kitchen status, and work instructions. Defendants required this use of
21 Plaintiff's personal cell phone as a necessary component of her job duties but failed to reimburse Plaintiff
22 for these work-related expenses.

23 99. On information and belief, other non-exempt employees in culinary and food service
24 positions were similarly required to use their personal cell phones for work-related communications and
25 were similarly not reimbursed by Defendants for such expenses.

26 100. Defendants failed to reimburse Plaintiff and Class Members for these costs. Instead,
27 Defendants passed these operating costs off onto Plaintiff and members of the Class. Thus, Defendants
28 had, and continue to have, a company-wide policy and/or practice of not reimbursing employees for

1 expenses necessarily incurred in violation of Labor Code § 2802.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Pay Contractually Required Training Premium Pay**

4 **Labor Code §§ 221, 223, and 1198, and Applicable IWC Wage Orders**

5 **(By Plaintiff and Members of the Putative Class Against Defendants)**

6 101. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
7 herein.

8 102. Throughout the Relevant Time Period, Plaintiff regularly served as a trainer for
9 Defendants, training new employees approximately three (3) to five (5) times per year in her capacity as
10 a Lead and Trainer in Defendants' Production Kitchen and VIP Moulin Rouge restaurant.

11 103. The applicable collective bargaining agreement between Defendants and Plaintiff's union
12 requires Defendants to pay employees who perform training duties a nondiscretionary premium pay rate
13 of thirty-five percent (35%) above their applicable base hourly rate for all time spent performing such
14 training activities.

15 104. Despite Plaintiff's regular performance of training duties as required and directed by
16 Defendants throughout her employment, Defendants systematically failed and refused to pay Plaintiff and
17 other similarly situated employees the contractually required thirty-five percent (35%) training premium
18 pay.

19 105. Because the training premium is nondiscretionary compensation mandated by the
20 applicable collective bargaining agreement, it constitutes remuneration that must be included in the
21 calculation of employees' regular rate of pay pursuant to Labor Code § 510 and applicable IWC wage
22 orders. Defendants' failure to pay the training premium therefore caused a compounding underpayment:
23 employees lost both the training premium itself and the additional overtime and meal/rest period premium
24 amounts that would have been owed had the training premium been properly included in the regular rate
25 calculation.

26 106. Defendants' failure to pay the contractually required training premium pay constitutes a failure
27 to pay wages owed in violation of California Labor Code §§ 221 and 223, as well as Labor Code § 1198.
28 Plaintiff and Class Members who performed training duties are entitled to recover all unpaid training premium

1 pay, plus interest, penalties, attorneys' fees, and costs of suit.

2 **SEVENTH CAUSE OF ACTION**

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

4 **Labor Code § 204 and Applicable IWC Wage Orders**

5 **(By Plaintiff and Members of the Putative Class Against Defendants)**

6 107. Plaintiff hereby incorporates by reference each and every one of the allegations contained in
7 the preceding paragraphs as if the same were fully set forth herein.

8 108. California Labor Code § 204 requires that all wages earned by any person in any employment
9 between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon
10 termination of an employee, are due and payable between the 16th and the 26th day of the month during which
11 the labor was performed, and that all wages earned by any person in any employment between the 16th and
12 the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee,
13 are due and payable between the 1st and the 10th day of the following month.

14 109. During the Class Period, Defendants willfully failed to pay Plaintiff and members of the
15 Classes all wages due, including but not limited to overtime wages, minimum wages, meal and rest period
16 premiums, and training premium pay, within the time periods specified by California Labor Code § 204.

17 110. Plaintiff and members of the Classes are entitled to recover civil penalties, attorney's fees, costs,
18 and interest thereon, pursuant to Labor Code § 210.

19 **EIGHTH CAUSE OF ACTION**

20 **Failure to Pay Wages at Time of Termination**

21 **Labor Code §§ 201-203 and Applicable IWC Wage Orders**

22 **(By Plaintiff and Members of the Terminated Sub-Class Against Defendants)**

23 111. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

24 112. At all times relevant herein, Defendants were required to pay their employees all wages owed
25 in a timely fashion during and at the end of their employment, pursuant to Labor Code §§ 201-203.

26 113. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages
27 earned and unpaid at the time of discharge are due and payable immediately, and that if an employee
28 voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-

two (72) hours thereafter, unless the employee has given seventy-two (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.

114. As a pattern and practice, Defendants regularly failed to pay Plaintiff and the members of the Terminated Sub-Class their final wages pursuant to Labor Code §§ 201-203, including unpaid overtime wages, unpaid pre-shift donning time, unpaid pre-shift walk time, unpaid meal and rest period premiums, and unpaid training premium pay. Defendants' failure to pay these final wages was willful within the meaning of Labor Code § 203, as Defendants were aware of their obligations under California law and, as set forth in ¶ 57 above, maintained the unlawful policies and practices described herein despite that awareness.

115. On information and belief, Defendants have a company-wide practice or policy of paying departing employees their final wages without including all accrued and unpaid compensation, and do not adhere to the time requirements set forth in Labor Code §§ 201 and 202.

116. Plaintiff and members of the Terminated Sub-Class are entitled to recover waiting time penalties, civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 203 and 256.

NINTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records

Labor Code §§ 226, 1174.5, and Applicable IWC Wage Orders

(By Plaintiff and Members of the Putative Class Against Defendants)

117. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

118. California Labor Code § 226(a) and the applicable IWC wage order require employers to furnish each employee with a statement itemizing, among other things, the total hours worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

119. California Labor Code § 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in § 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000.

120. Defendants knowingly and intentionally failed to furnish Plaintiff and the members of the Classes with timely, itemized statements in compliance with Labor Code § 226(a). Specifically,

Defendants' wage statements fail to accurately reflect: (a) all hours actually worked, including pre-shift donning time and pre-shift walk time; (b) gross wages earned, including all applicable overtime premiums; (c) all applicable hourly rates in effect during each pay period, including the contractually required training premium rate; and (d) all meal and rest period premiums owed.

121. Plaintiff is informed and believes, and thereon alleges, that Defendants did not maintain accurate business records pertaining to the total hours worked for Defendants by Plaintiff and the members of the Classes as required under Labor Code § 1174.5.

122. As a result of not having kept accurate records, Plaintiff and members of the Plaintiff Class suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records.

123. Plaintiff and the members of the Plaintiff Class herein seek damages and penalties pursuant to Labor Code § 226(e) for Defendants' violations of Labor Code § 226(a), as well as preliminary and permanent injunctive relief and an award of reasonable attorneys' fees and costs pursuant to Labor Code § 226(h).

TENTH CAUSE OF ACTION

Business & Professions Code § 17200 et seq.

(By Plaintiff and the Members of the Plaintiff Class Against Defendants)

124. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

125. Business & Professions Code § 17200 defines unfair competition to include "unlawful, unfair or fraudulent business practices."

126. Plaintiff and all proposed Class Members are "persons" within the meaning of Business & Professions Code § 17204, who have suffered injury in fact and have lost money or property as a result of Defendants' unfair competition.

127. Defendants have been committing, and continue to commit, acts of unfair competition by engaging in the unlawful, unfair, and fraudulent business practices and acts described in this Complaint, including but not limited to:

- violations of Labor Code §§ 510, 1198;
- violations of Labor Code §§ 221, 223, 1182, 1194, 1197, 1198;

- violations of Labor Code §§ 226.7, 512, 516, and 1198;
- violations of Labor Code §§ 226.7, 516, and 1198;
- violations of Labor Code § 2802;
- violations of Labor Code §§ 221, 223, and 1198 (training premium pay);
- violations of Labor Code § 204;
- violations of Labor Code §§ 201-203; and,
- violations of Labor Code §§ 226(a) and 1174.5.

128. As a result of their unlawful, unfair, and/or fraudulent business acts and practices, Defendants have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed Class Members. Defendants' unlawful, unfair, and/or fraudulent conduct has also enabled Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

129. Business & Professions Code § 17203 provides that the Court may restore to an aggrieved party any money or property acquired by means of the unlawful, unfair, and/or fraudulent business acts or practices.

130. Plaintiff seeks a court order enjoining Defendants from the unlawful, unfair, and/or fraudulent activity alleged herein.

131. Pursuant to California Civil Code § 3287(a), Plaintiff and other members of the Plaintiff Class are entitled to recover pre-judgment interest on wages earned, but not paid.

132. Plaintiff further seeks an order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to herself and members of the proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

133. Plaintiff seeks restitution for herself and all others similarly situated of these amounts, including all earned and unpaid wages, attorneys' fees, and costs pursuant to Code of Civil Procedure § 1021.5.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

1. For an order certifying the proposed Plaintiff Class and Terminated Sub-Class;
2. For an order that counsel for Plaintiff be appointed class counsel;
3. Designation of Plaintiff as the class representative of the Plaintiff Class and Terminated Sub-Class;
4. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendants;
5. Prejudgment and post-judgment interest on all sums awarded;
6. For compensatory damages;
7. For penalties pursuant to Labor Code §§ 210, 226, 226.7;
8. For civil penalties pursuant to Labor Code § 2699 et seq. for all violations of the Labor Code alleged herein;
9. For interest accrued to date;
10. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226 and 1194;
11. For reasonable attorneys' fees pursuant to Labor Code § 226 and Code of Civil Procedure § 1021.5, and/or other applicable law; and,
12. A declaratory judgment that Defendants have knowingly and intentionally violated the following provisions of law:
 - a. California Labor Code §§ 510, 1198 for failing to pay overtime;
 - b. California Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198 for failing to pay all wages;
 - c. California Labor Code §§ 226.7, 512, 516, and 1198 for failing to provide compliant meal periods;
 - d. California Labor Code §§ 226.7, 516, and 1198 for failing to provide compliant rest periods;
 - e. California Labor Code § 2802 for failing to reimburse business expenses;

- 1 f. California Labor Code §§ 221, 223, and 1198 for failing to pay contractually required
2 training premium pay;
- 3 g. California Labor Code § 204 for failing to timely pay wages during employment;
- 4 h. California Labor Code §§ 201-203 for failing to pay all wages owed at termination;
- 5 i. California Labor Code §§ 226(a) and 1174.5 for failing to provide accurate, itemized
6 wage statements and failing to maintain accurate records; and,
- 7 j. Business & Professions Code §§ 17200-08 for violating the provisions set forth
8 hereinabove.
- 9 13. For all such other and further relief that the Court may deem just and proper.

10
11 DATED: April 22, 2026

BRADLEY/GROMBACHER, LLP

12
13 By: s/ Marcus J. Bradley

14 Marcus J. Bradley, Esq.

15 Kiley L. Grombacher, Esq.

16 Talal Al-Hindi, Esq.

17 Attorneys for Plaintiff and all others
18 similarly situated
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DATED: April 22, 2026

By: /s/ Marcus J. Bradley
 Marcus J. Bradley, Esq.
 Kiley L. Grombacher, Esq.
 Talal Al-Hindi, Esq.
 Attorneys for Plaintiff and all others
 similarly situated