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Attorneys for Plaintiff, Maria Franco,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

MARIA FRANCO, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

KOHL'S, INC., a Delaware Corporation;
and DOES 1-50, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT

- 1) **Failure to Pay Lawful Wages**
- 2) **Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) **Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**
- 4) **Failure to Reimburse Employee Expenses**
- 5) **Failure to Timely Pay Wages During Employment**
- 6) **Failure to Timely Pay Wages at Termination of Employment**
- 7) **Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions**
- 8) **Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

1 Plaintiff MARIA FRANCO (“Plaintiff”), individually and on behalf of all others similarly
2 situated, hereby alleges the following against Defendant KOHL’S, INC. (“Defendant”), a
3 Delaware corporation, and DOES 1 through 50, inclusive.

4 **I.**

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
7 on behalf of Plaintiff and any and all persons who are or were employed by Defendant as non-
8 exempt employees, however titled, in the State of California within four (4) years prior to the
9 filing of the Complaint in this action until the resolution of this lawsuit (collectively referred to as
10 the “Class,” “Class Members,” or “Non-Exempt Employees”).

11 2. During the liability period, Defendant has engaged in a systematic pattern and
12 practice of wage and hour violations under the California Labor Code and Industrial Welfare
13 Commission (“IWC”) Wage Orders affecting Plaintiff and other Non-Exempt Employees.

14 3. Plaintiff is informed and believes, and thereon alleges, that Defendant has
15 increased its profits by violating state wage and hour laws by, among other things:

- 16 a. Failing to pay all wages owed, including overtime;
- 17 b. Failing to provide lawful meal periods or compensation in lieu thereof;
- 18 c. Failing to provide lawful rest periods or compensation in lieu thereof;
- 19 d. Failing to reimburse employees for necessary business expenses incurred in the
20 course of their employment;
- 21 e. Failing to timely pay wages during employment and at termination;
- 22 f. Willfully failing to provide accurate and complete itemized wage statements;
23 and
- 24 g. Failing to correctly calculate and pay overtime and other wages based on the
25 regular rate of pay.

26 4. Plaintiff, on behalf of herself and Non-Exempt Employees, brings this action
27 pursuant to Labor Code §§ 201–204, 210, 221, 223, 224, 226, 226.7, 510, 512, 516, 1174, 1174.5,
28 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and applicable Industrial Welfare

1 Commission (“IWC”) Wage Orders seeking unpaid wages, rest and meal period premiums,
2 expense reimbursements, statutory penalties, equitable relief, and reasonable attorneys’ fees and
3 costs.

4 II.

5 VENUE

6 5. This Court has jurisdiction over this action pursuant to the California Constitution,
7 Article VI, § 10, which grants the California Superior Court original jurisdiction in all causes
8 except those given by statute to other courts. The statutes under which this action is brought do
9 not give jurisdiction to any other court.

10 6. This Court has jurisdiction over Defendant because, upon information and belief,
11 Defendant either has sufficient minimum contacts in California or otherwise intentionally avails
12 itself of the California market so as to render the exercise of jurisdiction over it by the California
13 courts consistent with traditional notions of fair play and substantial justice.

14 7. Venue is proper in this Court because, upon information and belief, one or more of
15 the Defendants reside, transact business, or have offices in this County and/or the acts or
16 omissions alleged herein took place in this County. The unlawful acts alleged herein have a direct
17 effect on Plaintiff and all other Non-Exempt Employees within the State of California. Defendant
18 employs numerous Class Members within this County and throughout the State of California.

19 8. Based on information and belief, Defendant has conducted business within the
20 State of California during the liability period and continues to conduct business throughout the
21 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff and the
22 similarly situated Non-Exempt Employees within California.

23 9. The California Superior Court also has jurisdiction in this matter because, on
24 information and belief, there are no federal questions at issue, as the issues herein are based solely
25 on California statutes and law, including the California Labor Code, the Industrial Welfare
26 Commission (“IWC”) Wage Orders, the California Code of Civil Procedure, and the California
27 Civil Code.

28 III.

1 **PARTIES**

2 10. Plaintiff MARIA FRANCO (“Plaintiff”) is, and at all relevant times mentioned
3 herein was, an individual residing in the State of California. Plaintiff was employed by Defendant
4 in California as a non-exempt employee, however titled, during the liability period.

5 11. Defendant KOHL’S, INC. (“Defendant”) is, and at all relevant times mentioned
6 herein was, a Delaware corporation registered to do business in the State of California. Defendant
7 operates retail, warehousing, distribution, logistics, and related commercial operations throughout
8 the State of California. Defendant employs hundreds of non-exempt employees in California,
9 including warehouse, distribution, fulfillment, and logistics employees, and other similar job
10 classifications.

11 12. Whenever reference is made in this Complaint to any act, deed, or conduct of
12 Defendant, such allegation shall mean that Defendant engaged in the act, deed, or conduct by or
13 through one or more of its officers, directors, managing agents, employees, or authorized
14 representatives who were acting within the course and scope of their agency or employment.

15 13. The true names and capacities of DOES 1 through 50, inclusive, are currently
16 unknown to Plaintiff, who therefore sues said Defendants by such fictitious names pursuant to
17 Code of Civil Procedure section 474. Plaintiff will seek leave of Court to amend this Complaint to
18 reflect the true names and capacities of such Defendants when their identities become known.

19 14. Plaintiff is informed and believes, and thereon alleges, that each of the DOE
20 Defendants was, at all relevant times, the agent, employee, representative, partner, alter ego, joint
21 venturer, or co-conspirator of Defendant and of each other, and that each acted within the course
22 and scope of such relationship. Plaintiff is further informed and believes that each Defendant
23 aided, abetted, approved, authorized, and/or ratified the conduct alleged herein and, therefore, is
24 jointly and severally liable.

25 **IV.**

26 **FACTUAL ALLEGATIONS**

27 15. Plaintiff was employed by Defendant in California as a full-time, non-exempt
28 employee from on or about September 2020 through on or about April 2025, during the liability

1 period. Plaintiff regularly worked a consistent schedule, primarily Monday through Friday,
2 subject to Defendant's scheduling practices. In this position, Plaintiff performed primarily manual
3 and warehouse-related work in furtherance of Defendant's warehousing, fulfillment, and
4 distribution operations. Plaintiff's job duties included, among other things, packing and preparing
5 merchandise for shipment, handling and moving products, working at assigned workstations,
6 attending required meetings, and performing other tasks necessary to Defendant's business
7 operations. Plaintiff and other Non-Exempt Employees performed similar job duties subject to
8 Defendant's uniform policies and practices.

9 16. During the liability period, Defendant maintained and enforced policies and
10 practices that resulted in Plaintiff and other Non-Exempt Employees not being paid for all hours
11 worked. Employees were required to perform work-related activities before clocking in and after
12 clocking out, and to remain under Defendant's control during these periods, without being
13 properly compensated. Such uncompensated work included, but was not limited to, passing
14 through required security procedures, storing personal items required for the workday, waiting in
15 line to clock in or out, attending pre-shift meetings, and walking to and from assigned work areas
16 or break locations. As a result of these policies and practices, Defendant failed to compensate
17 Plaintiff and other Non-Exempt Employees for all time worked, including overtime compensation
18 where applicable, in violation of the California Labor Code and applicable IWC Wage Orders.

19 17. During the liability period, Defendant maintained policies and practices that failed
20 to provide Plaintiff and other Non-Exempt Employees with timely, uninterrupted, and duty-free
21 meal periods as required by California law. Employees regularly worked shifts in excess of five
22 (5) hours without being provided a compliant first thirty (30) minute meal period by the end of
23 the fifth hour of work, and shifts in excess of ten (10) hours without being provided a compliant
24 second thirty (30) minute meal period by the end of the tenth hour of work. Meal periods were
25 frequently delayed due to Defendant's scheduling practices, work demands, staffing levels, and
26 the practice of staggering meal periods in groups. Employees were often required to spend a
27 portion of their meal periods walking to and from designated meal areas and waiting to clock in
28 and out, and were not fully relieved of all duties or control during these periods.

1 18. As a result of Defendant's unlawful meal period policies and practices, Plaintiff
2 and, on information and belief, other Non-Exempt Employees were not paid one (1) additional
3 hour of pay at their regular rate of compensation for each workday that a compliant meal period
4 was not provided, in violation of California Labor Code section 226.7 and applicable IWC Wage
5 Orders.

6 19. During the liability period, Defendant failed to authorize and permit Plaintiff and
7 other Non-Exempt Employees to take timely, duty-free, and uninterrupted rest periods of at least
8 ten (10) minutes for every four (4) hours or major fraction thereof worked, as required by
9 California law. Although rest periods were nominally provided, Defendant's policies and
10 practices resulted in rest periods that were routinely shortened and not duty-free. Employees were
11 required to spend a portion of their rest periods walking to and from designated break areas,
12 waiting in lines to clock in and out, and complying with Defendant's timekeeping and scheduling
13 procedures, which substantially reduced the amount of actual rest time provided. Rest periods
14 were further controlled by Defendant through staggered or group-based scheduling practices,
15 preventing employees from taking full, uninterrupted rest breaks. As a result, Plaintiff and other
16 Non-Exempt Employees did not receive compliant rest periods and were not paid the required
17 premium wage for each noncompliant rest period, in violation of California Labor Code section
18 226.7 and applicable IWC Wage Orders.

19 20. During the liability period, Defendant required Plaintiff and other Non-Exempt
20 Employees to incur necessary business-related expenses in order to perform their job duties,
21 without providing reimbursement, in violation of California Labor Code section 2802. Due to
22 Defendant's working conditions and operational practices, employees were required to purchase
23 and use personal items and equipment to perform their work safely and effectively, including
24 items necessary to address workplace conditions within Defendant's facilities. Defendant knew or
25 should have known that such expenses were being incurred in direct consequence of employees'
26 job duties and for the benefit of Defendant's business operations, yet failed to reimburse Plaintiff
27 and other Non-Exempt Employees for these necessary expenditures.

28 21. During the liability period, Defendant willfully failed to pay all earned wages to

1 Plaintiff and other Non-Exempt Employees during their employment and at separation. Unpaid
2 wages included straight-time wages, overtime wages for hours worked in excess of eight (8)
3 hours per day and forty (40) hours per week, wages for off-the-clock work performed before,
4 during, and after recorded shifts, and premium wages for noncompliant meal and rest periods.
5 Defendant further failed to timely pay all wages due at the time of separation of employment,
6 resulting in waiting time penalties pursuant to California Labor Code sections 201–203.

7 22. Defendant failed to maintain accurate and complete payroll records reflecting all
8 hours worked by Plaintiff and other Non-Exempt Employees and failed to provide accurate,
9 itemized wage statements as required by California Labor Code section 226. Defendant’s
10 timekeeping and payroll practices routinely underreported hours worked, failed to capture off-the-
11 clock work performed before, during, and after recorded shifts, and failed to include all earned
12 wages, including overtime wages and premium wages for noncompliant meal and rest periods.
13 Defendant further failed to list accurate totals of hours worked, applicable hourly rates, gross and
14 net wages earned, and other information required by law.

15 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant
16 currently employs, and during the liability period has employed, over one hundred (100) Non-
17 Exempt Employees in the State of California.

18 24. Plaintiff and other Non-Exempt Employees employed by Defendant, at all times
19 pertinent hereto, have been non-exempt employees within the meaning of the California Labor
20 Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders.

21 **V.**

22 **CLASS ACTION ALLEGATIONS**

23 25. Plaintiff seeks to represent a Class comprised of and defined as: All persons who
24 are or were employed by Defendant in the State of California as hourly, non-exempt employees at
25 any time within four (4) years prior to the filing of this lawsuit (“Liability Period”) through the
26 resolution of this lawsuit (collectively referred to as the “Class” and/or “Class Members”).

27 26. Plaintiff also seeks to represent Subclasses composed of persons satisfying the
28 following definitions:

- 1 a. All Class Members who were not accurately and fully paid all lawful
2 wages, including overtime wages and wages for off-the-clock work, during the Liability Period;
- 3 b. All Class Members who were not provided with a compliant first thirty
4 (30) minute meal period and were not paid lawful compensation in lieu thereof;
- 5 c. All Class Members who were not provided with a compliant second thirty
6 (30) minute meal period and were not paid lawful compensation in lieu thereof;
- 7 d. All Class Members who were not authorized and permitted to take lawful
8 rest periods of at least ten (10) minutes for every four (4) hours or major fraction thereof and were
9 not paid lawful compensation in lieu thereof;
- 10 e. All Class Members who were not timely paid all wages due and owing
11 during their employment;
- 12 f. All Class Members who were not timely paid all wages due and owing
13 upon the termination of their employment;
- 14 g. All Class Members who were not provided accurate and complete itemized
15 wage statements, including wage statements that failed to list all hours worked, failed to reflect
16 off-the-clock work, and failed to accurately itemize all earned wages, including overtime wages
17 and premium wages for noncompliant meal and rest periods; and
- 18 h. All Class Members who were subjected to Defendant's unlawful and unfair
19 business practices as described herein.

20 27. Plaintiff seeks to represent an Expense Reimbursement Subclass consisting of all
21 Class Members who, within the Liability Period, were not indemnified for necessary business-
22 related expenses incurred in direct consequence of the discharge of their duties and for the benefit
23 of Defendant, in violation of California Labor Code section 2802.

24 28. Plaintiff reserves the right under California Rules of Court, rule 3.765, to amend or
25 modify the class description with greater specificity, or to further divide into subclasses or limit
26 the issues as warranted by the evidence.

27 29. This action has been brought and may properly be maintained as a class action
28 under California Code of Civil Procedure section 382 because a well-defined community of

1 interest exists, the Class is ascertainable, and common questions of law and fact predominate over
2 individual issues.

3 **A. Numerosity**

4 30. The potential members of the Class as defined are so numerous that joinder of all
5 members is impracticable. While the precise number of Class Members has not been determined
6 at this time, Plaintiff is informed and believes that Defendant currently employs, and/or during
7 the Liability Period employed, over one hundred (100) Non-Exempt Employees in the State of
8 California who are or have been affected by Defendant's unlawful practices as alleged herein.

9 **B. Commonality**

10 31. There are common questions of law and fact as to the Class and Subclasses that
11 predominate over questions affecting only individual Class Members. These common questions
12 include, without limitation:

13 a. Whether Defendant violated Labor Code sections 510, 1194, and
14 applicable IWC Wage Orders by failing to pay all earned wages, including overtime
15 compensation and overtime based on the correct regular rate of pay;

16 b. Whether Defendant implemented uniform policies and practices that
17 required Non-Exempt Employees to perform work duties off the clock without compensation;

18 c. Whether Defendant violated Labor Code sections 226.7 and 512 by failing
19 to provide compliant meal periods and by failing to pay premium wages for noncompliant meal
20 periods;

21 d. Whether Defendant violated Labor Code section 226.7 by failing to
22 authorize and permit compliant rest periods and by failing to pay premium wages for
23 noncompliant rest periods;

24 e. Whether Defendant violated Labor Code sections 201–203 by failing to
25 pay all earned wages, including overtime wages and premium wages for noncompliant meal and
26 rest periods, at the time of separation;

27 f. Whether Defendant violated Labor Code section 204 by failing to timely
28 pay wages during employment;

1 g. Whether Defendant violated Labor Code section 226 and applicable IWC
2 Wage Orders by failing to maintain accurate payroll records and to furnish accurate, itemized
3 wage statements, including accurate reporting of all hours worked and all wages earned;

4 h. Whether Defendant violated Business and Professions Code section 17200
5 et seq. through the unlawful practices alleged herein; and

6 i. Whether Defendant failed to reimburse necessary business-related
7 expenses in accordance with Labor Code section 2802.

8 **C. Typicality**

9 32. The claims of Plaintiff are typical of the claims of the Class and Subclasses.
10 Plaintiff and all Class Members sustained injuries and damages arising out of and caused by
11 Defendant's common course of conduct in violation of California law as alleged herein.

12 **D. Adequacy of Representation**

13 33. Plaintiff will fairly and adequately represent and protect the interests of the Class
14 and Subclasses. Plaintiff has no interests antagonistic to those of the Class. Plaintiff's counsel are
15 competent and experienced in litigating employment class actions and wage-and-hour matters.

16 **E. Superiority of Class Action**

17 34. A class action is superior to other available methods for the fair and efficient
18 adjudication of this controversy. The damages suffered by individual Class Members are
19 relatively small compared to the expense and burden of individual litigation, making joinder
20 impracticable. Common questions of law and fact predominate over any questions affecting only
21 individual Class Members.

22 35. Class action treatment will allow those similarly situated persons to litigate their
23 claims in the most efficient and economical manner for the parties and the judicial system.
24 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
25 action that would preclude its maintenance as a class action.

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27 **VI.**

28 **CAUSES OF ACTION**

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First Cause of Action
Failure to Pay Lawful Wages Including Overtime Wages
(Lab. Code §§ 510, 1194, 1197, 1199)
(Against All Defendants)

36. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

37. As alleged herein, during the Liability Period, Defendant’s policies and practices resulted in Plaintiff and other Non-Exempt Employees working off the clock and otherwise performing uncompensated work, and not receiving all earned wages, including minimum wages and overtime wages, in violation of California law.

38. As alleged herein, during the Liability Period, Defendant required Plaintiff and other Non-Exempt Employees to work in excess of eight (8) hours per day and/or forty (40) hours per week without receiving lawful overtime compensation at one and one-half times their regular rate of pay, or two times their regular rate of pay for work in excess of twelve (12) hours per day and/or on the seventh (7th) consecutive workday.

39. As also alleged herein, during the Liability Period, Defendant failed to pay minimum wages for all hours worked, including hours worked while employees were under Defendant’s control but off the clock and uncompensated, in violation of California Labor Code sections 1194, 1197, and 1199.

40. WHEREFORE, Plaintiff and the Class seek relief as set forth herein and below.

Second Cause of Action
Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§ 226.7, 512, IWC Wage Orders)
(Against All Defendants)

41. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

42. As alleged herein, during the Liability Period, Defendant failed to provide Plaintiff and other Non-Exempt Employees with compliant, duty-free meal periods of not less than thirty

1 (30) minutes as required by Labor Code section 512 and applicable IWC Wage Orders, and failed
2 to pay meal period premium compensation as required by Labor Code section 226.7.

3 43. As a result of Defendant's unlawful practices, Plaintiff and the Class were
4 deprived of premium wages in amounts to be proven at trial and are entitled to recover such
5 amounts, together with interest and statutory penalties, pursuant to Labor Code section 226.7.

6 44. WHEREFORE, Plaintiff and the Class seek relief as set forth herein and below.
7

8 **Third Cause of Action**

9 Failure to Provide Rest Periods
10 Or Compensation in Lieu Thereof
(Lab. Code §§226.7, IWC Wage Orders)
(Against All Defendants)

11 45. Plaintiff repeats and incorporates herein by reference each and every allegation set
12 forth above, as though fully set forth herein.

13 46. As alleged herein, during the Liability Period, Defendant failed to authorize and
14 permit Plaintiff and other Non-Exempt Employees to take compliant rest periods of at least ten
15 (10) minutes for every four (4) hours or major fraction thereof worked, and failed to provide
16 compensation for such unlawfully denied rest periods, in willful violation of Labor Code section
17 226.7 and applicable IWC Wage Orders.

18 47. As a result of Defendant's unlawful practices, Plaintiff and the Class were
19 deprived of premium wages in amounts to be proven at trial and are entitled to recover such
20 amounts, together with interest and statutory penalties, pursuant to Labor Code section 226.7.

21 48. WHEREFORE, Plaintiff and the Class seek relief as set forth herein and below.
22

23 **Fourth Cause of Action**

24 Failure to Reimburse Employee Expenses
(Lab. Code § 2802)
(Against All Defendants)

25 49. Plaintiff repeats and incorporates herein by reference each and every allegation set
26 forth above, as though fully set forth herein.

27 50. As alleged herein, during the Liability Period, Defendant maintained policies and
28 practices that required Plaintiff and other Non-Exempt Employees to incur necessary business-

1 related expenses in direct consequence of the discharge of their job duties and for the benefit of
2 Defendant, without providing reimbursement. Due to Defendant's working conditions and
3 operational practices, employees were required to purchase and use personal items and equipment
4 necessary to perform their work safely and effectively, including items required to address
5 workplace conditions within Defendant's facilities. Defendant knew or should have known that
6 such expenses were being incurred but failed to indemnify Plaintiff and other Non-Exempt
7 Employees for these necessary expenditures, in willful violation of Labor Code section 2802.

8 51. As a result of Defendant's unlawful acts, Plaintiff and the Class are entitled to
9 recover the full amount of unreimbursed expenses, together with interest, attorneys' fees, and
10 costs, pursuant to Labor Code section 2802.

11 52. WHEREFORE, Plaintiff and the Class seek relief as set forth herein and below.

12
13 **Fifth Cause of Action**

14 Failure to Timely Pay Wages During Employment
(Lab. Code § 204)
15 (Against All Defendants)

16 53. Plaintiff repeats and incorporates herein by reference each and every allegation set
17 forth above, as though fully set forth herein.

18 54. Labor Code section 204 requires that all wages be due and payable weekly or
19 twice in each calendar month. As alleged herein, during the Liability Period, the wages required
20 by Labor Code sections 226.7, 510, 1194, 1197, and other applicable provisions became due and
21 payable to Plaintiff and the Class Members in each pay period in which they were not paid all
22 lawful wages owed, including overtime wages, minimum wages, premium wages for
23 noncompliant meal and rest periods, and wages for off-the-clock work. Defendant violated Labor
24 Code section 204 by failing to pay such wages when they were due and payable.

25 55. Labor Code § 210(a) provides that "[i]n addition to, and entirely independent and
26 apart from, any other penalty provided in this article, every person who fails to pay the wages of
27 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
28 1197.5, shall be subject to a penalty as follows:

1 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
2 employee.

3 (2) For each subsequent violation, or any willful or intentional violation, two hundred
4 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
5 unlawfully withheld.”

6 56. As a result of the unlawful acts of Defendant alleged herein, Plaintiff and the Class
7 were deprived of wages in amounts to be proven at trial and are entitled to recover such amounts,
8 together with interest and statutory penalties.

9 57. WHEREFORE, Plaintiff and the Class seek relief as set forth herein and below.

10 **Sixth Cause of Action**

11 Failure to Timely Pay Wages Due At Termination
12 (Lab. Code §§ 201-203)
(Against All Defendants)

13 58. Plaintiff repeats and incorporates herein by reference each and every allegation set
14 forth above, as though fully set forth herein.

15 59. Section 201 of the California Labor Code requires Defendant to pay all wages due
16 to an employee immediately upon the involuntary discharge of that employee. Section 202 of the
17 California Labor Code requires Defendant to pay all wages due to an employee within seventy-
18 two (72) hours of that employee’s voluntary resignation, unless the employee provides at least
19 seventy-two (72) hours’ prior notice of the last day of work, in which case payment is due on the
20 last day of work. Section 203 of the Labor Code provides that if an employer willfully fails to
21 timely pay such wages, the employer must, as a penalty, continue to pay the subject employees’
22 wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed
23 thirty (30) days of wages.

24 60. As alleged herein, affected Class Members are entitled to compensation for all
25 forms of wages earned, including overtime compensation, minimum wages, wages for off-the-
26 clock work, and compensation for non-provided meal and rest periods. As a result, Plaintiff and
27 the Class Members are entitled to waiting time penalties under Labor Code section 203.

28 61. WHEREFORE, Plaintiff and the Class seek relief as set forth herein and below.

1 **Seventh Cause of Action**

2 Knowing and Intentional Failure to Comply With Itemized Employee
3 Wage Statement Provisions
4 (Lab. Code § 226)
5 (Against All Defendants)

6 62. Plaintiff repeats and incorporates herein by reference each and every allegation set
7 forth above, as though fully set forth herein.

8 63. Section 226(a) of the California Labor Code requires employers to furnish
9 employees with accurate, itemized wage statements showing, among other things, gross wages
10 earned, total hours worked, net wages earned, all applicable hourly rates, and all deductions. IWC
11 Wage Orders further require employers to maintain accurate time records reflecting when
12 employees begin and end each work period, meal periods, split shifts, and total daily hours
13 worked. On information and belief, Defendant failed to provide Plaintiff and the Class Members
14 with accurate, itemized wage statements because the statements did not reflect all hours worked,
15 including off-the-clock work, and otherwise failed to comply with Labor Code section 226 and
16 applicable IWC Wage Orders.

17 64. As a result of Defendant's actions, Plaintiff and the Class Members suffered injury
18 in that they were unable to determine whether they had been paid all wages earned, including
19 overtime wages, minimum wages, and premium wages for noncompliant meal and rest periods.

20 65. Pursuant to Labor Code section 226(e)(1), Plaintiff and the Class Members are
21 entitled to recover damages of up to four thousand dollars (\$4,000.00) each, plus costs and
22 reasonable attorneys' fees, for Defendant's recordkeeping violations.

23 66. WHEREFORE, Plaintiff and the Class seek relief as set forth herein and below.

24 **Eighth Cause of Action**

25 Violation of Unfair Competition Law
26 (Bus. & Prof. Code, §§ 17200-17208)
27 (Against All Defendants)

28 67. Plaintiff repeats and incorporates herein by reference each and every allegation set
29 forth above, as though fully set forth herein.

30 68. Business & Professions Code Section 17200 provides:

31 As used in this chapter, unfair competition shall mean and include any

7. For attorneys' fees, interest, and costs of suit pursuant to Labor Code sections 218.5, 226, 1194, and 2802, and Civil Code section 3287; and
8. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: February 5, 2026

JAMES HAWKINS, APLC

James R. Hawkins
Isandra Y. Fernandez
Anthony L. Draper
Lance Dacre
Minh Tam Do
Attorneys for Plaintiff, Maria Franco