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April 2, 2026

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128
Private Attorneys General Act
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL TO:
(by certified mail to Panera, LLC as follows)

Panera, LLC
1220 Washington Street
Newton, MA 02465
Certified Mail Tracking Number: 9414 8111 0549 5812 9030 96

Panera, LLC
1400 South Highway, Suite 100
Fenton, MO 63026
Certified Mail Tracking Number: 9414 8111 0549 5812 9048 57

CSC - Lawyers Incorporating Service
Agent for Service of Process for Panera, LLC
2710 Gateway Oaks Drive, 150N
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8111 0549 5812 9047 65

Re: PAGA Notice Letter to LWDA
Labor Code § 2698, *et seq*. Private Attorneys' General Act Claim
Destiny Rivera v. Panera, LLC

To: PAGA Administrator, California Labor and Workforce Development Agency, and the Employer

This office represents the Employee Destiny Rivera (hereinafter "Employee" or "Plaintiff") and other similarly aggrieved employees employed as non-exempt employees by Panera, LLC (hereinafter "Employer" or "Defendant") at its facilities and locations in California during the relevant period (collectively "Aggrieved Employees").

The Employee, by way of her counsel, submits this Notice letter, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support for, *inter alia*, the Employer's violations of California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2698, and 2699, *et seq*.; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq*.

During the applicable time period, the Employer employed the Employee and all other similarly situated aggrieved employees as non-exempt employees and utilized consistent policies and procedures regarding the Employee and all such other aggrieved employees, as follows:

RELEVANT FACTS

Failure to pay minimum wages. Defendants' policy and practice of requiring systematic off-the-clock work flowed in part from their unlawful timekeeping procedures. Plaintiff was compelled to arrive early for her shifts sufficiently before her scheduled shift to clock in and immediately begin working. Defendants required timekeeping entries to be recorded by Plaintiff and the Aggrieved Employees through a timeclock located at the registers in Defendants' restaurant locations. Although Plaintiff recorded the actual times for when she started and ended work, Defendants' time records do not reflect those actual hours worked by Plaintiff. Furthermore, managers would oftentimes make modifications and adjustments to reflect Plaintiff's shift start and end times and legally compliant meal period beginning and end times. Upon submission of the time entries to managers, there were no other mechanisms in place for Plaintiff and the Aggrieved Employees to ensure that their time records were accurate or not modified or adjusted. Defendants had the capacity and systems in place to pay Plaintiff and the Aggrieved Employees on an hourly basis as non-exempt employees, and to record if and when they were taking their required meal and rest breaks, but they instead time shaved and underpaid Plaintiff and the Aggrieved Employees under their undefined and confusing compensation system.

Additionally, Defendants required Plaintiff to carry her personal cellphone with her at all times during her work shifts to conduct work-related activities and complete her ongoing job duties, including when responding to work-related communications from management. Thus, Plaintiff worked more hours than she was scheduled and paid for, including hours during her meal and rest breaks, which were consistently interrupted or missed due to heavy work demands. Upon information and belief, other Aggrieved Employees were subjected to the same policies and practices uniformly applied and implemented by Defendants. Additionally, Plaintiff's meal periods were interrupted or cut short in order to attend to pressing work-related demands from management and Defendants' customers.

Failure to pay wages and overtime. Overtime hours were generally not allowed, but Plaintiff and the Aggrieved Employees was often compelled to work many regular and overtime hours off-the-clock and without compensation. Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring her to work off the clock and without pay. Defendants systematically miscalculated the underlying regular rate for overtime by failing to include all forms of remuneration and underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate.

Therefore, during the applicable time period, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked. Also, during the applicable time period, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid any overtime premium wages for any hours worked by Plaintiff and the Aggrieved Employees, they failed to begin paying it when owed due to post-shift off-the-clock work.

Failure to pay reporting time. Defendants also failed to pay reporting time pay to Plaintiff and Aggrieved Employees. On occasion, Plaintiff was scheduled to report to work for a specific shift. However, Defendants would instruct Plaintiff to clock out within the first two hours of the shift due to insufficient catering orders. Moreover, Defendants did not pay Plaintiff for half the usual or scheduled shift that Plaintiff worked. Thus, Defendants failed to pay Plaintiff, and upon information and belief, other Aggrieved Employees, in such instances for half of their usual or scheduled day's work, at the correct regular rate of pay.

Failure to authorize and permit meal periods. Defendants failed to provide Plaintiff and the Aggrieved Employees with all legally required unpaid, off-duty meal periods, in violation of the applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods or which authorized and permitted all legally required paid, off-duty rest periods to Plaintiff and the Aggrieved Employees.

Plaintiff and the Aggrieved Employees were non-exempt employees who regularly worked shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite this, they were often required to do so without receiving a lawful and timely meal break or were required to take shortened meal and rest breaks, or none at all, in order to keep up with work demands and job duties and job requirements and pressure placed upon them by Defendants' management. More specifically, Defendants required Plaintiff and the Aggrieved Employees to complete catering deliveries and other work tasks on time before being allowed to clock out for their meal periods. Moreover, when Plaintiff would miss her meal break, Defendants would automatically deduct 30-minutes from her shift and attribute that time to a legally compliant meal break.

To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be management and work demands to attend to. This led to systematically late, interrupted, shortened, missed, or on-duty meal periods. The excessive workload demands and management expectations also contributed to Plaintiff and the Aggrieved Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods.

Additionally, Plaintiff occasionally worked shifts entitling her to two meal periods but as addressed above, was scheduled for, at most, only one meal period per shift. Therefore, to whatever extent Plaintiff and the Aggrieved Employees were provided with a lawful first meal period, they were not provided with a lawful second meal period as required on shifts over ten hours in duration. Upon information and belief, to whatever extent Defendants attempt to rely upon alleged second meal period waivers, they were either unenforceable and invalid or were otherwise not agreed to by Plaintiff and the Aggrieved Employees.

Therefore, Defendants maintained policies and procedures that resulted in systematic meal period violations throughout Plaintiff's employment. Defendants failed to provide Plaintiff with all legally required off-duty, unpaid meal periods when they worked shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as required by the applicable Wage Order(s) and Labor Code. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff at Defendants' hands.

Additionally, Defendants required Plaintiff and the Aggrieved Employees to perform off-the-clock work in a manner that would impact their timing and ability to take meal periods, including requiring them to respond to work-related calls, inquiries, and other demands during breaks. These practices resulted in further meal period violations. As a result, Defendants failed to provide all legally required off-duty meal periods to Plaintiff and the Aggrieved Employees and evidenced by Defendants' business records, or the absence thereof.

During the applicable time period, Plaintiff and the Aggrieved Employees were unable to take off duty meal breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely, interrupted, or impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof. Additionally, Defendants also failed to pay the Aggrieved Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate of compensation for each meal period that Defendants failed to provide or deficiently provided.

Failure to authorize and permit rest periods. Defendants failed to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other Aggrieved Employees were either not authorized permitted the opportunity to take a rest break or were required to remain under Defendants' control and respond to calls and instructions from management and job demands if and when they even attempted to take one.

Rest breaks were not scheduled, and during Plaintiff's entire employment with Defendants, Plaintiff was permitted to take her rest breaks only when an unlikely break in her work demands presented an opportunity. Therefore, Plaintiff frequently had to skip out on her legally entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to tackle urgent work and comply with management and job demands, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-free ten minute rest breaks during each of her work shifts.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks if and when Plaintiff attempted to take one. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and consistently worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, she was often forced to skip out on a second and/or a third break, and those that were provided were often late and generally interrupted by job duties and requirements.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and are unable to use their rest break time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiff attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making rest breaks either untimely or shortened and on-duty, and were required to remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices. Defendants also failed to pay the Aggrieved Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate for rest break violations.

Failure to timely furnish accurate itemized wage statements. Defendants have consistently failed to provide Plaintiff and the Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws. More specifically, Defendants also failed to provide Plaintiff and the Aggrieved Employees with complete and accurate wage statements, as those provided failed to show, among other things, the correct wages owed for time worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. The wage statements Defendants provided to Plaintiff and the Aggrieved Employees failed to list or to accurately list the wage rates or the hours worked at those rates during the pay period which led to the calculated pay listed by Defendants without any further detail. In addition to derivative violations, Defendants also committed facial violations of Labor Code § 226 by providing wage statements to Aggrieved Employees that failed to show or otherwise list and comply with the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Violation of Labor Code § 204. Defendants required Plaintiff and the Aggrieved Employees to work off-the-clock without proper compensation, including time worked after clocking out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work performed during a work shift and a workweek, as alleged above. As a result, Defendants maintained a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiff and the Aggrieved Employees, in violation of California wage-and-hour laws, including Labor Code § 204.

Violation of Labor Code § 203. Defendants have followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and the Aggrieved Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. In view of the above addressed violations, Defendants have also failed to pay all wages owed to Plaintiff and the Aggrieved Employees at termination or twice monthly in accordance with the requirements of Labor Code § 201-204.

Illegal wage deductions under Labor Code § 221. Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off-the-clock work and other wage violations, including requiring on-duty work during unpaid meal breaks. Defendants have consistently and unlawfully collected or received wages from Employees by not compensating Plaintiff and the Aggrieved Employees for all hours worked, including on-duty meal periods they were required to endure under Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

Failure to reimburse necessary business expenses. During the applicable time period, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These expenses included the use of personal cell phones for work-related activities, such as communications with management, as required by Defendants. Moreover, Plaintiff was required to drive her own vehicle to conduct her catering deliveries. Also, Plaintiff was required to pay for maintenance of her uniforms, which were necessary for her work. Plaintiff's wage statements do not reflect reimbursements for these and other such necessary business expenses. Defendants were required to reimburse Plaintiff and the Aggrieved Employees for all necessary work related expenditures pursuant to Labor Code § 2802, but they systematically failed to do so.

PAGA CLAIM DETAILS, LEGAL BASES FOR VIOLATIONS AND PENALTIES:

As addressed above, Employee and the other Aggrieved Employees complain of the following violations committed by Defendants:

Failure to pay minimum wages

Defendants, as a matter of established company policy and procedures, and at each and every facility owned and/or operated by Defendants, consistently administered uniform company-wide pay policies and practices applicable to the Employee and the Aggrieved Employees, including, but not limited to, requiring the Aggrieved Employees to engage in off-the-clock work before being allowed to clock in for the start of their shifts; requiring the Aggrieved Employees engage in off-the-clock work-related tasks during their meal and rest periods; and using their personal mobile devices for work-related tasks, including communicating to management.

Defendants scheduled to work and/or required the Employee and the Aggrieved Employees to work without paying for all time they were under Defendants' control. Because Defendants required the Employee and the Aggrieved Employees to remain under Defendants' control without paying therefore, this resulted in the Employee and the Aggrieved Employees earning less than the legal minimum wage in the State of California. As such, the Employer violated Labor Code §§ 510, 1194, 1197, and/or 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Failure to pay overtime wages

Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently: administered a uniform company policy and practice as to the pay policies regarding the Employee and the Aggrieved Employees; scheduled to work and in fact required the Employee and the Aggrieved Employees to work in excess of eight hours per workday and/or in excess of 40 hours per workweek without paying overtime compensation for all hours they were under Defendants' control.

Thus, the Employer failed to pay the Employee and the Aggrieved Employees legal overtime compensation for all work accomplished in excess of eight hours per day and/or 40 hours per week. As such, the Employer violated Labor Code §§ 510, 1194, 1197, and/or 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Failure to pay reporting time pay

Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, regularly and consistently required the Aggrieved Employees to report for work at a specific scheduled reporting shift and instructed them to clock out within the first two hours of the reporting shift without paying for half the usual or scheduled day's work (at least two hours) at each respective Aggrieved Employees' regular rate of pay. At no time when Defendants did not pay the legally requisite reporting time pay were the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts were not because of threats to employees or property, public utility failures, Acts of God or other causes not within Defendants' control or employees on paid standby status.

The pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal reporting time pay to the Aggrieved Employees as described herein is unlawful and creates entitlement to recovery by the Aggrieved Employees, in a civil action, for the unpaid balance of the full amount of the unpaid wages owed, including interest thereon. Therefore, pursuant to Wage Order 5-2001 and 8 § CCR 11050(5), Aggrieved Employees are entitled to damages in an amount equal to reporting time pay at their effective hourly rates of pay for all the wages they were not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following the exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to authorize and permit meal periods

On one or more occasions, the Employee and the Aggrieved Employees worked over five hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes prior to exceeding five hours of employment. Further, on one or more occasions, the Employee and the Aggrieved Employees worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal period of not less than 30 minutes prior to exceeding 10 hours of employment.

The Employee and the Aggrieved Employees did not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise. Additionally, the Employee and the Aggrieved Employees did not enter into any written agreement with Defendants agreeing to an on-duty paid meal period. As such, the Employer violated Labor Code §§ 226.7, 512 and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Failure to authorize and permit rest periods

As a matter of Defendants' established company policy, Defendants failed to always authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest periods for shifts every four hours or major fraction thereof, failed to relinquish control over how employees spent their break time, required the Employee and the Aggrieved Employees to carry personal cellphones, prevented the Employee and the Aggrieved Employees from taking uninterrupted rest periods, exerted coercion against the taking of legally protected breaks, and/or forbid the Employee and the Aggrieved Employees from leaving Defendants' facilities. As such, the Employer violated Labor Code §§ 226.7 and 516, and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Failure to timely furnish accurate itemized wage statements

Under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer failed to pay all wages as set forth above, Employer issued wage statements that inaccurately reflected hours worked and/or wages earned by the Employee and the other Aggrieved Employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

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Violation of Labor Code § 204

As detailed above, the Employer maintained a consistently applied policy and practice of not paying Employee and the other Aggrieved Employees all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore, the Employer similarly failed to pay all wages earned by Employee and the other Aggrieved Employees not more than seven calendar days following the close of the payroll period pursuant to Labor Code § 204(d). As such, the Employer violated Labor Code § 204 and owes penalties under Labor Code §§ 210 and/or 2699(f).

Violation of Labor Code § 203

The formerly employed Aggrieved Employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. The Employer's failure to timely pay final wages to formerly employed Aggrieved Employees was willful in that the Employer adopted policies and/or practices that were incompatible with the Labor Code. Because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Illegal wage deductions under Labor Code § 221

The Employer willfully and intentionally made deductions from the wages of Employee and the other Aggrieved Employees during the appropriate time period, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by the Aggrieved Employees, and by failing to pay and miscalculating overtime resulting in underpaying overtime by not including bonuses in the calculation, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Employee and the other Aggrieved Employees, as addressed in detail above. Additionally, the Employer operated under unlawful alternative workweek schedules that systematically failed to pay overtime hours and to pay them at the correct overtime rates. As such, the Employer violated Labor Code § 221 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f).

Failure to reimburse necessary business expenses

Employee and the other Aggrieved Employees personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to the use of personal mobile devices, and personal vehicles for work-related activities. Moreover, the Aggrieved Employees were required to pay for maintenance of their uniforms, which were necessary for their work. The Employer failed to reimburse for these work-related expenses. As such, the Employer violated Labor Code § 2802 by failing to reimburse Employee and the other Aggrieved Employees for all business expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

PLAINTIFF'S PAGA CLAIM UNDER LABOR CODE § 2698 *ET SEQ*. AND SUMMARY OF RECOVERY BASES:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period, Plaintiff will file a Complaint asserting, as a representative action on behalf of the California Attorney General and the other Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2802, and 2698 *et seq*., including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Failure to Pay Reporting Time Pay: For Defendants failure to provide Employees with all their required reporting time pay in violation of Wage Order 4-2001 and 8 § CCR 11040(5) and civil and statutory penalties available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(d) Inaccurate Wage Statements: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law;

(e) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly, under Labor Code §§ 201, 202, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

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In addition, this letter clearly sets forth the Plaintiff's grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Regards,
D.LAW, INC.

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Cc: Panera, LLC by Certified Mail

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Attorneys for Plaintiff DESTINY RIVERA, on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

DESTINY RIVERA, an individual, on behalf of herself and others similarly situated, Plaintiff, vs. PANERA, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No.: <u>CLASS ACTION</u> <u>Assigned for All Purposes To:</u> Hon. Dept.: **CLASS ACTION COMPLAINT FOR:** 1. Failure to Pay Minimum Wages; 2. Failure to Pay Wages and Overtime Under Labor Code § 510; 3. Failure to Pay Reporting Time Under Cal. Code Regs., tit. 8, § 11050, subd. (5)(A) 4. Failure To Authorize and Permit Meal Periods Under Labor Code § 226.7; 5. Failure To Authorize and Permit Rest Periods Under Labor Code § 226.7; 6. Failure To Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226; 7. Violation of Labor Code § 204; 8. Violation of Labor Code § 203; 9. Illegal Wage Deductions Under Labor Code § 221; 10. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and 11. Violation of Business & Professions Code § 17200 *et seq*. **DEMAND FOR JURY TRIAL**

Plaintiff DESTINY RIVERA (hereinafter "Plaintiff"), on behalf of herself and other similarly situated non-exempt employees employed by Defendants within the state of California during the relevant time period (collectively, "Employees"; individually, "Employee"), hereby files this Complaint asserting class and individual claims against Defendants PANERA, LLC, a Delaware limited liability company; and DOES 1 to 50 (collectively referred to as "Defendants"). Plaintiff is informed and believes, and on the basis of that information and belief, alleges as follows:

INTRODUCTION

1. This is a civil action seeking recovery for Defendants' violations of the California Labor Code, California Business and Professions Code, the applicable Wage Orders issued by the California Industrial Welfare Commission (the "IWC Wage Orders") and related common law principles.

2. Plaintiff's action seeks damages including full restitution from Defendants as a result of Defendants' unlawful, fraudulent, and/or unfair business practices.

3. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four years preceding the filing of the original Complaint herein, up to and through the time of trial for this matter (although this should not automatically be considered the statute of limitations for any cause of action herein).

4. For introductory and general information only (and not to be considered a proposed class definition), the relevant individuals in this action are Defendants' non-exempt employees in California who were subjected to Defendants' policies and practices as described herein. Any differences in job activities between the different individuals in these positions and locations were and are legally insignificant to the class-wide issues presented by this action.

PARTIES

5. Plaintiff is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

6. Plaintiff worked for Defendants in various positions, including Catering Lead, and Associate beginning in or around October 2019 to May 27, 2025, at Defendants' restaurant locations in Riverside County, California.

7. Plaintiff seeks recovery herein from Defendants because with regard to Plaintiff, while acting for Defendants in her capacity as a Catering Lead and Associate, Defendants have:

a. Failed to pay minimum wages;

b. Failed to pay wages and overtime;

c. Failed to pay reporting time;

d. Failed to authorize and permit meal periods;

e. Failed to authorize and permit rest periods;

f. Failed to timely furnish accurate itemized wage statements;

g. Violated Labor Code § 204;

h. Violated Labor Code § 203;

i. Taken illegal wage deductions under Labor Code § 221;

j. Failed to reimburse necessary business expenses; and

k. Conducted unfair business practices.

8. Defendant PANERA, LLC is a Delaware limited liability company that lists its principal address as 1400 South Highway, Suite 100, Fenton, Missouri 63026 with the California Secretary of State. It lists its type of business as a Restaurant. Furthermore, "PANERA, LLC" is listed as the employer in paystubs issued to Plaintiff by Defendants, with the same principal address as the one listed with the Secretary of State website. Additionally, PANERA, LLC maintains and operates its restaurants in Riverside County and across California, including where Plaintiff worked.

9. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent

or any other person, employed or exercised control over the wages, hours, or working conditions of Plaintiff and, upon information and belief, the class members.

11. Defendants, and each of them, proximately subjected Plaintiff to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude, and/or employment.

13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope and in pursuance of said joint venture, partnership, and common enterprise.

14. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

15. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged herein.

16. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

JURISDICTION AND VENUE

17. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

18. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

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19. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiff and the members of the putative Classes herein were all California citizens and Defendant PANERA, LLC is a California limited liability company. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

20. Venue is proper in Riverside County under Code of Civil Procedure §§ 395(a) and 395.5, in that liability arose there because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, and/or has an agent therein.

SUMMARY OF CLAIMS

21. During Plaintiff's employment with Defendants, she worked various positions at Defendants' restaurant locations in Riverside, California. As an Associate, Plaintiff prepared and assembled food, and packaged and sent out orders for customers. As a Catering Lead, Plaintiff prepared and organized catering orders, delivered catering orders, set up and prepare supplies and food for the following day.

22. Plaintiff generally worked 35 hours per week, and 5 shifts per week. Plaintiff's scheduled hours were generally from 5:00 a.m. to 12:00 p.m. However, Plaintiff was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours and was not paid for all her hours worked at the regular rate and at the correct overtime rates.

23. With regard to Plaintiff and the Class Members, Defendants have committed the following violations:

a. Failure to pay minimum wages. Defendants' policy and practice of requiring systematic off-the-clock work flowed in part from their unlawful timekeeping procedures. Plaintiff was compelled to arrive early for her shifts sufficiently before her scheduled shift to clock in and immediately begin working. Defendants required timekeeping entries to be recorded by Plaintiff and the Class Members through a timeclock located at the registers in Defendants' restaurants. Although Plaintiff recorded the actual times for when she started and ended work, Defendants' time records do not reflect those actual hours worked by Plaintiff. Furthermore, managers would oftentimes make modifications and adjustments to reflect Plaintiff's shift start and end times and legally compliant meal period beginning and end times. Upon submission of the time entries to managers, there were no other mechanisms in place for Plaintiff and the Class Members to ensure that their time records were accurate or not modified or adjusted. Defendants had the capacity and systems in place to pay Plaintiff and the Class Members on an hourly basis as non-exempt employees, and to record if and when they were taking their required meal and rest breaks, but they instead time shaved and underpaid Plaintiff and the Class Members under Defendants' undefined and confusing compensation system.

Additionally, Defendants required Plaintiff to carry her personal cellphone with her at all times during her work shifts to conduct work-related activities and complete her ongoing job duties, including when responding to work-related communications from management. Thus, Plaintiff worked more hours than she was scheduled and paid for, including hours during her meal and rest breaks, which were consistently interrupted or missed due to heavy work demands. Upon information and belief, other Employees of the Class were subjected to the same policies and practices uniformly applied and implemented by Defendants. Additionally, Plaintiff's meal periods were interrupted or cut short in order to attend to pressing work-related demands from management and Defendants' customers.

b. Failure to pay wages and overtime. Overtime hours were generally not allowed, but Plaintiff and the Class Members was often compelled to work many regular and overtime hours off-the-clock and without compensation. Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring her to work off the clock and without pay. Defendants systematically miscalculated the underlying regular rate for overtime by failing to include all forms of remuneration and underpaid Plaintiff and the Class Members by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid any overtime premium wages for any hours worked by Plaintiff and the Class members, they failed to begin paying it when owed due to post-shift off-the-clock work.

c. Failure to pay reporting time. Defendants also failed to pay reporting time pay to Plaintiff and Class members. On occasion, Plaintiff was scheduled to report to work for a specific shift. However, Defendants would instruct Plaintiff to clock out within the first two hours of the shift due to insufficient catering orders. Moreover, Defendants did not pay Plaintiff for half the usual or scheduled shift hours that Plaintiff worked. Thus, Defendants failed to pay Plaintiff, and upon information and belief, other Class members, in such instances for half of their usual or scheduled day's work, at the correct regular and overtime rates of pay.

d. Failure to authorize and permit meal periods. Defendants failed to provide Plaintiff and the Class Members with all legally required unpaid, off-duty meal periods, in violation of the applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods or which authorized and permitted all legally required paid, off-duty rest periods to Plaintiff and the Class Members.

Plaintiff and the Class Members were non-exempt employees who regularly worked shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite this, they were often required to do so without receiving a lawful and timely meal break or were required to take shortened meal and rest breaks, or none at all, in order to keep up with work demands and job duties and job requirements and pressure placed upon them by Defendants' management. More specifically, Defendants required Plaintiff and the Class members to complete catering deliveries and other work tasks on time before being allowed to clock out for their meal periods. Moreover, when Plaintiff would miss her meal break, Defendants would automatically deduct 30-minutes from her shift and attribute that time to a legally compliant meal break.

To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be management and work demands to attend to. This led to systematically late, interrupted, shortened, missed, or on-duty meal periods. The excessive workload demands and management expectations also contributed to Plaintiff and the Class Members working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods.

Additionally, Plaintiff occasionally worked shifts entitling her to two meal periods but as addressed above, was scheduled for, at most, only one meal period per shift. Therefore, to whatever extent Plaintiff and the Class members were provided with a lawful first meal period, they were not provided with a lawful second meal period as required on shifts over ten hours in duration. Upon information and belief, to whatever extent Defendants attempt to rely upon alleged second meal period waivers, they were either unenforceable and invalid or were otherwise not agreed to by Plaintiff and the Class members.

Therefore, Defendants maintained policies and procedures that resulted in systematic meal period violations throughout Plaintiff's employment. Defendants failed to provide Plaintiff with all legally required off-duty, unpaid meal periods when they worked shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as required by the applicable Wage Order(s) and Labor Code. Upon information and belief, the other Class Members were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff at Defendants' hands.

Additionally, Defendants required Plaintiff and the Class Members to perform off-the-clock work in a manner that would impact their timing and ability to take meal periods, including requiring them to respond to work-related calls, inquiries, and other demands during breaks. These practices resulted in further meal period violations. As a result, Defendants failed to provide all legally required off-duty meal periods to Plaintiff and the Class Members and evidenced by Defendants' business records, or the absence thereof.

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For at least four years prior to the filing of this action and continuing through to the present, Plaintiff and the Class Members were unable to take off duty meal breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Class Members were provided with a meal period, it was often untimely, interrupted, or impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof. Additionally, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate of compensation for each meal period that Defendants failed to provide or deficiently provided.

e. Failure to authorize and permit rest periods. Defendants failed to authorize and permit Plaintiff and the Class Members to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class Members were either not authorized permitted the opportunity to take a rest break or were required to remain under Defendants' control and respond to calls and instructions from management and job demands if and when they even attempted to take one.

Rest breaks were not scheduled, and during Plaintiff's entire employment with Defendants, Plaintiff was permitted to take her rest breaks only when an unlikely break in her work demands presented an opportunity. Therefore, Plaintiff frequently had to skip out on her legally entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to tackle urgent work and comply with management and job demands, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-free ten minute rest breaks during each of her work shifts.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks if and when Plaintiff attempted to take one. Plaintiff and the Class Members worked shifts of at least eight hours, which required at least two rest breaks, and consistently worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, she was often forced to skip out on a second and/or a third break, and those that were provided were often late and generally interrupted by job duties and requirements.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Class Members were and are under Defendants' control when they are working through rest breaks and are unable to use their rest break time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiff attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Class Members. Plaintiff and the Employees in the Class were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making rest breaks either untimely or shortened and on-duty, and were required to remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices. Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate for rest break violations.

f. Failure to timely furnish accurate itemized wage statements. Defendants have consistently failed to provide Plaintiff and the Class Members with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws. More specifically, Defendants also failed to provide Plaintiff and the Class Members with complete and accurate wage statements, as those provided failed to show, among other things, the correct wages owed for time worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. The wage statements Defendants provided to Plaintiff and the Class Members failed to list or to accurately list the wage rates or the hours worked at those rates during the pay period which led to the calculated pay listed by Defendants without any further detail. In addition to derivative violations, Defendants also committed facial violations of Labor Code § 226 by providing wage statements to Class Members that failed to show or otherwise list and comply with the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9).

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class Members, along with the appropriate applicable rates, among other requirements. Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

g. Violation of Labor Code § 204. Defendants required Plaintiff and the Class Members to work off-the-clock without proper compensation, including time worked after clocking out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work performed during a work shift and a workweek, as alleged above. As a result, Defendants maintained a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiff and Class Members, in violation of California wage-and-hour laws, including Labor Code § 204.

h. Violation of Labor Code § 203. Defendants have followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. In view of the above addressed violations, Defendants have also failed to pay all wages owed to Plaintiff and the Class members at termination or twice monthly in accordance with the requirements of Labor Code § 201-204.

i. Illegal wage deductions under Labor Code § 221. Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off-the-clock work and other wage violations, including requiring on-duty work during unpaid meal breaks. Defendants have consistently and unlawfully collected or received wages from Employees by not compensating Plaintiff and the Class Members for all hours worked, including on-duty meal periods they were required to endure under Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed to Plaintiff and the Class members, in violation of Labor Code § 221.

j. **Failure to reimburse necessary business expenses.** From at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiff and the Class Members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These expenses included the use of personal cell phones for work-related activities, such as communications with management, as required by Defendants. Moreover, Plaintiff was required to drive her own vehicle to conduct her catering deliveries. Also, Plaintiff was required to pay for maintenance of her uniforms, which were necessary for her work. Plaintiff's wage statements do not reflect reimbursements for these and other such necessary business expenses. Defendants were required to reimburse Plaintiff and the Class Members for all necessary work related expenditures pursuant to Labor Code § 2802, but they systematically failed to do so.

k. **Violation of Business & Professions Code § 17200 *et seq*.** Through their violations of the Labor Code and other unfair, unlawful, and fraudulent practices alleged in this Complaint, Defendants have obtained and enjoyed benefits at the expense of Plaintiff and the Class Members**.** Thus, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all such benefits pursuant to Business and Professions Code §§ 17200-17208.

24. In light of the foregoing, Plaintiff and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, and 2802, Business & Professions Code § 17200 *et seq*., and California Code of Regulations, Title 8, section 11000 *et seq*.

25. As the employers of Employees, Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class Members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class Members to work, or engaged them, thereby creating a common law employment relationship with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class Members.

CLASS ACTION ALLEGATIONS

26. Code of Civil Procedure § 382 provides in pertinent part, "[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

27. Plaintiff seeks to represent a Class (or "the Class" or "Class Members") defined as follows: "All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court ("the Class Period"), and who have been employed as non-exempt employees within the State of California." This includes those employed as Medical Supply Clerks and Medical Records Clerks, other employees providing health care services, and those in similar and related positions. Further, Plaintiff will seek to represent and certify the putative Classes currently composed of and defined as follows:

a. Class 1. Minimum Wages Class. All Class members who were subjected to Defendants' policies and practices regarding the payment of minimum wages as specifically described herein.

b. Class 2. Overtime Class. All Class members who were subjected to Defendants' policies and practices regarding the payment of overtime wages as specifically described herein.

c. Class 3. Reporting Time Pay Subclass. All Class members who were not compensated for reporting time pay.

d. Class 4. Meal Period Class. All Class members who were subjected to Defendants' policies and practices regarding meal periods as specifically described herein

e. Class 5. Rest Period Class. All Class members who were subjected to Defendants' policies and practices regarding paid rest periods as specifically described herein.

f. Class 6. Wage Statement Class. All Class members who were subjected to Defendants' policies and practices regarding itemized wage statements as specifically described herein.

g. Class 7. Failure to Timely Pay Class. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Class 8. Termination Pay Class. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Class 9. Unauthorized Deductions from Wages Class. All Class members who were subjected to Defendants' policies and practices regarding wage deductions as specifically described herein.

j. Class 10. Expense Reimbursement Class. All Class members who were subjected to Defendants' policies and practices regarding business expense reimbursement as specifically described herein.

k. Class 11. UCL Class. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

28. **The Minimum Wage Class, Overtime Class, Reporting Time Pay Class, Meal Period Class, Rest Period Class, Wage Statement Class, Failure to Timely Pay Class, Termination Pay Class, Unauthorized Deductions from Wages Class, Expense Reimbursement Class, and UCL Class** are herein collectively referred to as the "Classes."

29. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class descriptions with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

30. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in this litigation and the proposed Class is easily ascertainable from the employment records for Plaintiff and the Class members that Defendants are required to maintain under California law.

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A. Numerosity

31. The potential quantity of members of the Class as defined are so numerous that joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court. The precise quantity of the members of the Classes is unknown to Plaintiff at this time. However, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class definitions within the State of California. Plaintiff asserts that the quantity and identity of such membership is readily ascertainable via inspection of Defendants' employment records.

B. Commonality

32. There are common question of law and fact as to the members of the Classes which predominate over any questions affecting only individual members of the Classes. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

a. Whether Defendants failed to pay Employees minimum wages, including for all hours worked;

b. Whether Defendants failed to pay Employees wages for all hours worked;

c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;

d. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;

e. Whether Defendants paid reporting time pay under the applicable wage order and 8 CCR § 11050(5);

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f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;

g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or cooldown periods or provide premium pay in lieu thereof;

h. Whether Defendants' conduct was willful;

i. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements;

j. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;

k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

l. Whether Defendants violated Labor Code § 221;

m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;

n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

o. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*;

p. Whether the members of the Classes are entitled to injunctive relief;

q. Whether the members of the Classes are entitled to restitution;

r. Whether Defendants are liable for attorneys' fees and costs; and

s. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

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C. Typicality

33. The claims of the named Plaintiff are typical of the claims of all members of the Classes she seeks to represent because all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break violations that she was required to endure are typical of those of the other members of the Classes.

D. Adequacy of Representation

34. Plaintiff is an adequate representative of the Classes she seeks to represent, will fairly and adequately protect the interests of the members of the Classes, has no interests antagonistic to those members, and will vigorously prosecute this action through attorneys who are competent, skilled, and experienced in litigating matters of this type.

E. Superiority of Class Action

35. The nature of this action and the nature of the laws available to Plaintiff make the class action format particularly efficient and the appropriate procedural mechanism to afford relief for the wrongs alleged herein. California has a strong public policy favoring the use of the class action device, especially where it promotes judicial economy and access to justice.

36. By allowing the claims of many individuals to be resolved in a single proceeding, a class action eliminates the possibility of repetitious litigation and provides a meaningful method of redress for claimants whose individual damages may be too small to justify separate lawsuits. This case involves large corporate Defendants and numerous individual Class members asserting relatively small claims that arise from common questions of law and fact.

37. If each member of the Classes was required to file an individual lawsuit, Defendants would gain an unconscionable advantage because Defendants would be able to exploit their vastly superior financial and legal resources and overwhelm the limited resources of each individual member of the Classes. Requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by members of the Classes who would be disinclined to pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation

and permanent harm to their lives, careers, and well-being.

38. The proof of Defendants' common business practices and uniform factual patterns experienced by the members of the Classes is representative of the Classes and will establish each Class member's right to recover on the causes of action alleged herein.

39. Absent class treatment, the prosecution of separate actions would create a substantial risk of duplicative proceedings in which individual plaintiffs would present the same or similar arguments, evidence, and expert testimony. It would also result in a multiplicity of trials at enormous expense both the parties and the judicial system, as well as inconsistent or varying adjudications with respect to individual members of the Classes against Defendants. Moreover, it could lead to incompatible standards of conduct for Defendants, and conflicting legal determinations with respects to individual members of the Classes, which would, as a practical matter, be dispositive the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

40. Moreover, the individual claims of the members of the Classes are not sufficiently large enough to warrant vigorous individual prosecution when considering all of the concomitant costs and expenses attendant thereto. Courts routinely fashion methods to manage individual questions when seeking to preserve efficiencies and other benefits of class actions. Nevertheless, the Supreme Court of California has expressly urged trial courts to employ innovative procedural tools to certify and manage class actions, consistent with their obligation to ensure that such actions remain fair, efficient, and manageable.

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(On Behalf of the Minimum Wage Class)

(Against All Defendants)

41. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

42. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek … shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee."

43. Labor Code § 1182.12 provides the statewide minimum wage in California.

44. Labor Code § 1194(a) states, "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

45. Further, under Labor Code § 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

46. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

47. Under the IWC Wage Order(s), Defendants are required to pay the members of the Minimum Wage Class for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

48. Defendants, as a matter of established company policy and procedures, and at each and every facility owned and/or operated by Defendants, consistently administered uniform company-wide pay policies and practices applicable to the members of the Minimum Wage Class, including, but not limited to, the following:

a. Requiring the members of the Minimum Wage Class to engage in off-the-clock work before being allowed to clock in for the start of their shifts;

b. Requiring the members of the Minimum Wage Class to engage in off-the-clock work-related tasks during their meal and rest periods; and

c. Using their personal mobile devices for work-related tasks, including communicating to management.

49. As such, Defendants scheduled to work and/or required the members of the Minimum Wage Class to work without paying for all time they were under Defendants' control. Because Defendants required the members of the Wage Class to remain under Defendants' control without paying therefore, this resulted in the members of the Wage Class earning less than the legal minimum wage in the State of California.

50. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code § 218, to recovery by Plaintiff and the members of the Wage Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

51. Further, Defendants' pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight time compensation paid and the applicable minimum wage, including interest thereon.

52. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

53. That calculation of individual damages for the members of the Wage Class may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation.

54. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of the Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

55. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(On Behalf of the Overtime Class)

(Against All Defendants)

56. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

57. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek … shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee."

58. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

59. Under Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

60. Labor Code § 511(a) states in pertinent part: "Upon the proposal of an employer, the employees of an employer may adopt a regularly scheduled alternative workweek that authorizes work by the affected employees for no longer than 10 hours per day within a 40-hour workweek without the payment to the affected employees of an overtime rate of compensation pursuant to this section. A proposal to adopt an alternative workweek schedule shall be deemed adopted only if it receives approval in a secret ballot election by at least two-thirds of affected employees in a readily identifiable work unit. The regularly scheduled alternative workweek proposed by an employer for adoption by employees may be a single work schedule that would become the standard schedule for

workers in the work unit, or a menu of work schedule options, from which each employee in the unit would be entitled to choose."

61. Labor Code § 511(b) states in pertinent part: "An affected employee working longer than eight hours but not more than 12 hours in a day pursuant to an alternative workweek schedule adopted pursuant to this section shall be paid an overtime rate of compensation of no less than one and one-half times the regular rate of pay of the employee for any work in excess of the regularly scheduled hours established by the alternative workweek agreement and for any work in excess of 40 hours per week. An overtime rate of compensation of no less than double the regular rate of pay of the employee shall be paid for any work in excess of 12 hours per day and for any work in excess of eight hours on those days worked beyond the regularly scheduled workdays established by the alternative workweek agreement."

62. Labor Code § 511(e) states: "The results of any election conducted pursuant to this section shall be reported by an employer to the Division of Labor Standards Enforcement within 30 days after the results are final."

63. The applicable IWC Wage Order § 4(C)(2) states in pertinent part: "An employer shall provide that disclosure in a non-English language, as well as in English, if at least five (5) percent of the affected employees primarily speak that non-English language."

64. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiff and the members of the Overtime Class; and
b. Scheduled to work and in fact required Plaintiff and the members of the Overtime Class to work in excess of eight hours per workday and/or in excess of 40 hours per workweek without paying overtime compensation for all hours they were under Defendants' control.

65. Defendants' pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of the Overtime

Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

66. That calculation of individual damages for the members of the Overtime Class may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation.

67. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the members of the Overtime Class seek recovery of pre-judgment interest on all amounts recovered herein.

68. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION

FAILURE TO PAY REPORTING TIME PAY

(On Behalf of the Reporting Time Class)

(Against All Defendants)

69. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

70. Under the IWC Wage Order(s), Defendants are required to pay the members of the Reporting Time Class for all hours worked, meaning the time during which an employee is subject to the control of an employer.

71. The IWC Wage Order(s) § 5(A) states, "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

72. The IWC Wage Order(s) § 5(B) states, "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall not be less than the minimum wage."

73. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, regularly and

consistently required the members of the Reporting Time Class to report for work at a specific scheduled reporting shift and instructed them to clock out within the first two hours of the reporting shift without paying for half the usual or scheduled day's work (at least two hours) at each respective Reporting Time Class Member's regular rate of pay.

74. At no time when Defendants did not pay the legally requisite reporting time pay were the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts were not because of threats to employees or property, public utility failures, Acts of God or other causes not within Defendants' control or employees on paid standby status.

75. The pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal reporting time pay to the members of the Reporting Time Class as described herein is unlawful and creates entitlement to recovery by the members of the Reporting Time Class, in a civil action, for the unpaid balance of the full amount of the unpaid wages owed, including interest thereon.

76. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Reporting Time Class seek recovery of pre-judgment interest on all amounts recovered herein.

77. Under Labor Code § 218.5, the members of the Reporting Time Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS

(On Behalf of the Meal Period Class)

(Against All Defendants)

78. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

79. Labor Code § 226.7(b) provides that "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

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80. Labor Code § 512 provides that "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

81. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers."

82. Section 11(C) of the IWC Wage Orders provides "Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked. An 'on duty' meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time."

83. Section 11(D) of the IWC Wage Order(s) provides "If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee 1 hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

84. On one or more occasions, the members of the Meal Period Class worked over five hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes prior to exceeding five hours of employment. Further, on one or more occasions, some members of the Meal Period Class worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal period of not less than 30 minutes prior to exceeding 10 hours of employment. The members of the Meal Period Class did not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise. Additionally, the members of the Meal Period Class did not

enter into any written agreement with Defendants agreeing to an on-duty paid meal period.

85. As a matter of Defendants' established company policy, Defendants failed to always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and 516, and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the Meal Period Class with a first and in some cases a second legally compliant meal period.

86. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which states "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.," Plaintiff and the members of the Meal Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee's regular rate of compensation for each work day that the meal period was not provided, in a sum to be proven at trial.

87. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

FIFTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(On Behalf of the Rest Period Class)

(Against All Defendants)

88. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

89. Labor Code § 226.7(b) provides, "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

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90. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers."

91. Section 12(A) of the IWC Wage Order(s) states, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

92. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269, the California Supreme Court held that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." The court further noted that employees must be free to "[take a] brief walk," or "take care of other personal matters…" (*Id.* at p. 270.)

93. Section 12(B) of the IWC Wage Order(s) states, "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

94. The members of the Rest Period Class sometimes worked over four hours per shift. Further, the members of the Rest Period Class sometimes worked over six hours per shift and in some cases over 10 hours per shift.

95. The members of the Rest Period Class are entitled to a rest period of not less than 10 minutes for every four hours of work or major fraction thereof.

96. As a matter of Defendants' established company policy, Defendants failed to always authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest periods for shifts every four hours or major fraction thereof, failed to relinquish control over how employees spent their break time, required the members of the Rest Period Class to carry personal cellphones, prevented the members of the Rest Period Class from taking uninterrupted rest periods,

exerted coercion against the taking of legally protected breaks, and/or forbid members of the Rest Period Class from leaving Defendants' facilities.

97. Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) instructs that "if an employer fails to provide an employee a meal or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided," the members of the Rest Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee's regular rate of compensation for each work day that one or more rest periods were not so provided.

98. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(On Behalf of the Wage Statement Class)

(Against All Defendants)

99. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

100. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (4) all deductions… (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid… (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee…."

101. Further, the IWC Wage Orders § 7(A) states in pertinent part, "(A) Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift

intervals, and total daily hours worked shall also be recorded…(5) Total hours worked in the payroll period and applicable rates of pay….”

102. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by the members of the Wage Statement Class, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

103. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate by each respective individual.

104. As set forth herein in prior causes of action, Defendants failed to pay the members of the Wage Statement Class all wages due and owing.

105. As a result of this failure to pay wages and as a pattern and practice in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and intentionally failed to furnish accurate wage statements to the members of the Wage Statement Class, including, but not limited to, failing to provide the beginning and ending of each work period, meal period interval, total daily hours worked, total hours worked per pay period, and the applicable rates of pay.

106. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an employee suffers injury if the employer fails to provide accurate and complete information as required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot promptly and easily ascertain requisite information without reference to other documents or information. Here, the members of Wage Statement Class suffered injury because, due to Defendants’ failure to pay all wages due and owing, Defendants failed to provide accurate and complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9).

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107. In addition, the members of the Wage Statement Class have suffered injury as a result of Defendants' failure to maintain accurate records for the members of the Wage Statement Class in that the members of the Wage Statement Class were not timely provided written accurate itemized statements showing all requisite information, including but not limited to total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A), such that the members of the Wage Statement Class were misled by Defendants as to the correct information regarding various items, including but not limited to total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

108. The actual injuries suffered by the members of the Wage Statement Class as a result of Defendants' knowing and intentional failure to provide accurate records for the members of the Wage Statement Class include but are not limited to:

a. Confusion over whether they received all wages owed them by Defendants;
b. The difficulty and expense of attempting to reconstruct time and pay records;
c. Being forced to engage in mathematical computations to analyze whether Defendants' wages in fact compensated for all hours worked;
d. The inability to accurately calculate wage rates complicated by the fact that wage statement information required by Labor Code § 226 is missing;
e. That such practice prevents the members of the Wage Statement Class from being able to effectively challenge information on their wage statements; and/or
f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery required to collect and analyze the very information that California law requires.

109. Under Labor Code § 226(e), the members of the Wage Statement Class are entitled to $50.00 per employee for the initial pay period in which a violation hereunder occurs and $100.00 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of $4,000.00.

110. Under Labor Code § 226(g), the currently employed members of the Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

111. Under Labor Code §§ 226(e)/(g), the members of the Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 204

(On Behalf of the Failure to Timely Pay Class)

(Against All Defendants)

112. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

113. Labor Code § 204 instructs that: "All wages, …earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period."

114. As detailed above, Defendants maintained a consistently applied policy and practice of not paying the members of the Failure to Timely Pay Class all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore, Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period pursuant to Labor Code § 204(d).

115. Defendants had a consistent and uniform policy, practice, and procedure of failing to comply with Labor Code § 204 with regard to Plaintiff and the members of the Failure to Timely Pay Class. Thus Plaintiff and the members of the Failure to Timely Pay Class are entitled to recovery

under Labor Code §§ 204 and/or 210.

EIGHTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 203

(On Behalf of the Termination Pay Class)

(Against All Defendants)

116. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

117. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to 30 days from the due date thereof, until paid or until an action therefor is commenced.

118. The members of the Termination Pay Class are no longer employed by Defendants as they were either fired from or quit Defendants' employ.

119. Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof.

120. As set forth above, Defendants willfully failed to pay the members of the Termination Pay Class their entire wages due and owing at the time of their termination or within seventy-two hours of their resignation and failed to pay those sums for up to 30 days thereafter.

121. Defendants' willful failure to pay wages to the members of the Termination Pay Class violates Labor Code § 203 because Defendants knew or should have known wages were due to the members of the Termination Pay Class, as set forth above, but Defendants failed to pay them.

122. Thus, the members of the Termination Pay Class are entitled to recovery under Labor Code § 203.

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NINTH CAUSE OF ACTION

ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221

(On Behalf of the Unauthorized Deduction Class)

(Against All Defendants)

123. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

124. Labor Code § 221 states "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee."

125. As a matter of Defendants' established company policy, Defendants willfully and intentionally made deductions from the wages of the members of the members of the Unauthorized Deduction Class during the appropriate time period, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by Employees, and by failing to pay and miscalculating overtime resulting in underpaying overtime by not including bonuses in the calculation, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by the members of the Unauthorized Deduction Class, as addressed in detail above. Additionally, Defendants operated under unlawful alternative workweek schedules that systematically failed to pay overtime hours and to pay them at the correct overtime rates.

126. By not compensating Employees for all hours worked, and by failing to compensate them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

127. As a direct and proximate result of Defendants' improper wage deductions, the members of the Unauthorized Deduction Class have been damaged in an amount according to proof at the time of trial.

128. The members of the Unauthorized Deduction Class seek reimbursement of such illegal wage deductions. Further, the members of the Unauthorized Deduction Class are entitled to recover from Defendants the full amount of all illegal wage deductions, plus penalties, interest, reasonable attorneys' fees and costs of suit.

TENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(On Behalf of the Expense Reimbursement Class)

(Against All Defendants)

129. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

130. Under Labor Code § 2802(a), "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

131. Labor Code § 2804 states in pertinent part, "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

132. As a matter of Defendants' established company policy, Defendants required the members of the Expense Reimbursement Class to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to the use of personal mobile devices for work-related activities. Moreover, members of the Expense Reimbursement Class were required to use their own personal vehicles to complete work-related tasks. Also, members of the Expense Reimbursement Class were required to pay for maintenance of their uniforms, which were necessary for their work. Defendants are legally required to reimburse the members of the Expense Reimbursement Class for all necessary expenditures.

133. Defendants failed to fully and reasonably reimburse the members of the Expense Reimbursement Class for all necessary expenditures, including but not limited to the aforementioned expenditures.

134. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the members of the Expense Reimbursement Class have been damaged and are entitled to recovery from Defendants of the unpaid balance for all necessary expenditures, including but not limited to the aforementioned expenditures, in an amount according to proof at the time of trial.

135. Under Labor Code § 2802(b), the members of the Reimbursements Class request that the Court award interest at the same rate as judgments in civil actions, accruing from the date on which each member of the Reimbursements Class incurred the necessary expenditure or loss.

136. Under Labor Code § 2802(c), the members of the Reimbursements Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

ELEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ*.

(On Behalf of the UCL Class)

(Against All Defendants)

137. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

138. Business & Professions Code § 17200 provides, in pertinent part, "unfair competition shall mean and include any unlawful, unfair or fraudulent business act." Defendants have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving the members of the UCL Class of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

139. Business & Professions Code § 17204 provides that an action for any relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

140. Business & Professions Code § 17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties available under all other laws of this state."

141. Defendants have engaged in unfair business practices in California by practicing, employing and utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring employees to perform the labor services complained of herein without the requisite compensation.

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142. Defendants' use of such practices constitutes an unfair business practice and unfair competition and provides an unfair advantage over Defendants' competitors.

143. Plaintiff has suffered injury in fact and has lost money or property as a result of such unfair competition.

144. Plaintiff seeks full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the unfair practices complained of herein. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ, and utilize the employment practices outlined in the preceding paragraphs.

145. Therefore, Plaintiff requests that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiff seeks the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For the Court to issue an Order certifying the Classes herein, appointing the named Plaintiff as representative of all others similarly situated, and appointing all law firms representing all named Plaintiffs as counsel for the members of the Classes;

2. As to the First Cause of Action for Failure to pay minimum wages: For recovery of compensatory damages for all unpaid minimum wages due and owing at the appropriate rate for all work performed; and liquidated damages as authorized by Labor Code § 1194.2(a), from at least four (4) years prior to the filing of this action, according to proof;

3. As to the Second Cause of Action for Failure to pay wages and overtime: For recovery of compensatory damages of all unpaid overtime and double-time due and owing at the appropriate rates for all worked performed from at least four (4) years prior to the filing of this action, according to proof;

4. As to the Third Cause of Action for Failure to pay reporting time pay: For recovery of the unpaid balance of the full amount of the unpaid reporting time pay due and owing from at

least four (4) years prior to the filing of this action, according to proof;

5. As to the Fourth Cause of Action for Failure to authorize and permit meal periods: For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

6. As to the Fifth Cause of Action for Failure to authorize and permit rest periods: For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

7. As to the Sixth Cause of Action for Failure to timely furnish accurate itemized wage statements: For recovery of statutory penalties as authorized by Labor Code § 226(e);

8. As to the Seventh Cause of Action for Violation of Labor Code § 204: For recovery of statutory damages as authorized by Labor Code §§ 204 and/or 210;

9. As to the Eighth Cause of Action for Violation of Labor Code § 203: For recovery of waiting time penalties for all former Employees of the Termination Class as authorized by Labor Code § 203;

10. As to the Ninth Cause of Action for Illegal wage deductions under Labor Code § 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable penalties under Labor Code § 225.5;

11. As to the Tenth Cause of Action for Failure to reimburse necessary business expenses: For restitution of the unpaid balance for all necessary expenditures and losses incurred in direct consequence of the discharge of Defendants' duties; and interest thereon at the same rate as judgments in civil actions, accruing from the date on which each member of the Reimbursements Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

12. As to the Eleventh Cause of Action for Violation of Business & Professions Code § 17200 *et seq.*: For an accounting, under administration of Plaintiff and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants; an order requiring

Defendants to identify each of the members of the Classes by name, home address, home telephone number and, if available, email address; an order requiring Defendants to make full restitution and payment under California law; an order for a preliminary and/or permanent injunction prohibiting Defendants from engaging in the acts complained of herein; the creation of an administrative process wherein each injured member of the Classes may submit a claim in order to receive his/her money; and all other appropriate injunctive, declaratory and equitable relief;

13. As to All Causes of Action: For an award of reasonable attorneys' fees and costs incurred; pre-judgement and post-judgment interest, and such other and further relief as this Court may deem just and proper.

DATED: April 2, 2026

D.LAW, INC.

By ______________________

Alvin B. Lindsay
William Tran
Attorneys for Plaintiff DESTINY RIVERA and all others similarly situated

DEMAND FOR JURY TRIAL

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

DATED: April 2, 2026

D.LAW, INC.

By ______________________

Alvin B. Lindsay
William Tran
Attorneys for Plaintiff DESTINY RIVERA and all others similarly situated