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

RICHA VERMA, on behalf of herself and
the Aggrieved Employees,

Plaintiff,

vs.

MY WIRELESS GLA, INC.; MY
WIRELESS NATIONAL, LLC and DOES 1
through 100, inclusive,

Defendant(s).

Case No. CIVSB2624692

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) AND (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Richa Verma (“Plaintiff”) on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendants My Wireless GLA, Inc.
5 (“GLA”), and My Wireless National, LLC (“My Wireless”)(Collectively “Defendants”) on behalf
6 of the State of California to collect penalties as a result of Defendants’ systematic violations of
7 California labor law with respect to Defendants’ non-exempt hourly workers in the State of
8 California (the “Aggrieved Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former workers employed by
10 Defendants in California.

11 3. Plaintiff challenges Defendants’ policies and practices of: (1) failing to pay Plaintiff
12 and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and Aggrieved
13 Employees overtime wages; (3) failing to provide or make available to Plaintiff and Aggrieved
14 Employees the meal periods to which they are entitled by law, and failing to pay premium
15 compensation payment for non-compliant meal breaks; (4) failing to authorize and permit rest
16 periods, and failing to pay premium compensation payment for non-compliant rest periods; (5)
17 failing to reimburse Plaintiff and Aggrieved Employees for business expenditures; and (6) failing to
18 provide Plaintiff and Aggrieved Employees with accurate, itemized wage statements.

19 4. Plaintiff, on behalf of the State of California, seeks to recover penalties, injunctive
20 relief, and reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the
21 California Labor Code Private Attorneys General Act (“PAGA”).

22 **PARTIES**

23 5. Plaintiff and Aggrieved Employees are all current and former non-exempt hourly
24 employees of Defendants in the State of California.

25 6. Plaintiff is an individual over the age of eighteen and, at all times relevant to this
26 Complaint, was a resident of the State of California.

27 7. Plaintiff has worked for Defendants as an Assistant Manager in Fontana, California
28 since approximately June 2025.

1 8. Plaintiff is informed, believes, and thereon alleges that Defendant My Wireless GLA,
2 Inc. is a California corporation with its principal place of business located in Santa Ana, California.
3 GLA is registered to do business in the State of California and does business in the State of
4 California. GLA may be served with process by serving its registered agent, Shan Yeh, 4 Hutton
5 Centre Dr. Ste 200, Santa Ana, California, 92707.

6 9. Plaintiff is informed, believes, and thereon alleges that Defendant My Wireless
7 National, LLC is a California corporation with its principal place of business located in Santa Ana,
8 California. My Wireless is registered to do business in the State of California and does business in
9 the State of California. GLA may be served with process by serving its registered agent, Shan Yeh,
10 4 Hutton Centre Dr. Ste 200, Santa Ana, California, 92707.

11 10. Plaintiff is informed, believes, and thereon alleges that Defendants employ and/or
12 employed Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, control
13 the employment terms, including pay practices of Plaintiff and Aggrieved Employees.

14 11. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
15 and omissions alleged herein were performed by, and/or attributable to, Defendants, acting through
16 their agents and/or employees, and that said acts and failures to act were within the course and scope
17 of said agency, employment, and/or direction and control.

18 12. Plaintiff is informed, believes, and thereon alleges, that Defendants, in some manner,
19 intentionally, negligently, or otherwise are responsible for the acts, omissions, occurrences, and
20 transactions alleged herein.

21 13. In addition to Defendants, Plaintiff sues fictitiously defendants DOES 1 through 100,
22 inclusive, pursuant to *Code of Civil Procedure* §474, because their names, capacities, status, or facts
23 showing them to be liable are not presently known. Plaintiff is informed and believes, and thereon
24 alleges that defendants, and each of them, designated herein as DOES 1 through 100, are responsible
25 in some manner for the occurrences and happenings herein alleged, and that Plaintiff's damages, as
26 herein alleged, were and are the direct and proximate result of the actions of said defendants, and
27 each of them. Plaintiff will amend this complaint to show their true names and capacities, together
28 with appropriate charging language, when such information has been ascertained.

14. At all material times, Defendants have done business under the laws of California, have places of business in California, including in the jurisdiction of this court, and have employed Aggrieved Employees in this County and elsewhere in California. Defendants are a “person” as defined in Cal. Lab. Code § 18 and “employer” as that term is used in the California Labor Code, the IWC Wage Orders regulating wages, hours, and working conditions, and the Cal. Bus. & Prof. Code § 17201.

JURISDICTION AND VENUE

15. Venue is proper in this County pursuant to Cal. Code Civ. Proc. § 393 and/or § 395.5. Defendants conduct business and employs Plaintiff and Aggrieved Employees in the County, and as a result, the causes of action asserted arose in whole or in part in the County.

16. This Court has jurisdiction over Plaintiff's claims pursuant to the Cal. Lab. Code and the applicable IWC Wage Orders. The Court also has jurisdiction over Defendants because they are corporations authorized to do business in the State of California, and because, in fact, do business and employ workers in the State of California.

FACTUAL ALLEGATIONS

17. Upon information and belief, Defendants are a wireless retailer for AT&T, with locations throughout California.

18. Plaintiff is a current employee of Defendants and has worked for Defendants since approximately June 2025. Plaintiff works for Defendants as an Assistant Manager overseeing retail sales at the Fontana, California location. Plaintiff and Aggrieved Employees are also required to work at Defendants' other locations in the area if extra coverage is needed.

19. Plaintiff's primary job duties include leading the sales team, driving AT&T product sales, maintaining inventory, facilitating operations, development and training of team members, ensuring customer service through customer-facing interactions, selling products, activating devices, and troubleshooting customer concerns.

20. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have employed hundreds of hourly, non-exempt workers in California.

1 21. Plaintiff's weekly hours vary, but on average, Plaintiff works approximately forty
2 (40) hours per week, or more. Plaintiff and, upon information and belief, Class Members also
3 routinely work in excess of eight (8) hours in a day, and in excess of forty (40) hours in a week.

4 22. Aggrieved Employees perform their jobs under Defendants' supervision using
5 materials and technology approved and supplied by Defendant.

6 23. Aggrieved Employees are required to follow and abide by Defendants' common
7 work, time, and pay policies and procedures in the performance of their jobs.

8 24. At the end of each pay period, Aggrieved Employees receive wages from Defendants
9 that are determined by common systems and methods that Defendants select and control.

10 25. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and
11 practices at all relevant times have been similar for Plaintiff and Aggrieved Employees, regardless
12 of location in California. Upon information and belief, Aggrieved Employees also worked more
13 than eight (8) hours per day and/or more than forty (40) hours in at least one workweek during the
14 one year before this Complaint was filed.

15 26. Defendants pay Aggrieved Employees, including Plaintiff, on an hourly rate plus
16 commission basis. Plaintiff is compensated at an hourly rate of \$18.75 plus commission.

17 27. Defendants deny Plaintiff and Aggrieved Employees proper compensation for all
18 hours worked, including minimum wage and overtime wages. Plaintiff and Aggrieved Employees
19 are regularly required to perform work while off-the-clock. Plaintiff and Aggrieved Employees are
20 expected to address communications from customers before and/or after their shifts. For example,
21 Plaintiff is routinely contacted by customers on her days off regarding issues with their device(s) or
22 plan via calls and texts. This time spent working results in uncompensated off-the-clock work.

23 28. Defendants also require Plaintiff and Aggrieved Employees to work off-the-clock
24 during meal periods. Defendants do not relieve Plaintiff and Aggrieved Employees from all duties
25 during meal periods. Rather, Defendants require Plaintiff and Aggrieved Employees to remain
26 available and continue assisting Defendants' customers without delay at all times, including during
27 meal periods. Defendants require Plaintiff and Aggrieved Employees to continue helping customers
28 and other employees through their scheduled meal breaks despite having already clocked out for

1 lunch. Helping customers and other employees often takes the form of answering questions, and
2 finishing a sale or troubleshooting. When Plaintiff and Aggrieved Employees attempt to take their
3 meal periods, their meal periods are unavailable and/or interrupted due to understaffing. For
4 example, Plaintiff estimates that meal periods are interrupted and/or unavailable several days out of
5 her work week.

6 29. The time spent working while off-the-clock goes unrecorded and uncompensated
7 even though it should be compensated by at least minimum wages, regular wages and/or overtime
8 wages. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are not
9 paid for all hours worked and they do not receive at least minimum wages and/or regular wages for
10 their time worked, or overtime compensation for overtime hours in violation of California Labor
11 Code and the applicable Wage Order.

12 30. Defendants regularly deny and fail to provide Plaintiff and Aggrieved Employees
13 with compliant 30-minute timely, full, uninterrupted meal periods, free from Defendants' control.
14 Defendants require Plaintiff and Aggrieved Employees to remain available and continue assisting
15 Defendants' customers without delay at all times, including during meal periods. Due to business
16 demands, which require Plaintiff and Aggrieved Employees to continue helping customers with
17 questions and orders, or help and train other employees, Plaintiff and Aggrieved Employees are not
18 relieved for their 30-minute meal periods. For example, Plaintiff has been made to clock out and
19 then continue assisting customers, and when she questioned her manager about it, she was
20 threatened with termination. This results in Plaintiff and Aggrieved Employees not provided with
21 compliant meal periods.

22 31. Defendants fail to pay Plaintiff and Aggrieved Employees meal period premiums at
23 the regular rate to which they are entitled for these missed, late, and otherwise non-compliant meal
24 breaks.

25 32. Defendants also fail to authorize or permit off duty, paid rest periods of at least ten
26 (10) minutes of rest time for every four (4) hours of work. Defendants require Plaintiff and
27 Aggrieved Employees to remain available and continue assisting Defendants' customers without
28 delay at all times, including during rest periods. Defendants' strict time windows, work

1 expectations, and understaffing practices do not permit Plaintiff and Aggrieved Employees an
2 opportunity to rest while off-duty, for ten (10) minutes during each 4-hour work period or major
3 fraction thereof.

4 33. Defendants fail to pay Plaintiff and Aggrieved Employees rest period premiums to
5 which they are entitled for these missed, late, and otherwise non-compliant rest breaks.

6 34. Defendants have a policy and practice of failing to account for payments of non-
7 discretionary bonuses and commission when calculating Plaintiff and Aggrieved Employees'
8 regular rate of pay for purpose of paying overtime and meal and rest break premiums. Indeed,
9 Defendants implement a sales compensation plan under which Plaintiff and Aggrieved Employees
10 earn additional compensation based on sales made during each pay period. This commission is non-
11 discretionary and calculated according to a predetermined formula. However, Defendants do not
12 include commission earned when calculating Plaintiff and Aggrieved Employees' regular rates of
13 pay. As a result, Defendants unlawfully underpay overtime wages and fails to pay compliant meal
14 and rest break premiums at the requisite rate.

15 35. Defendants deny Plaintiff and Aggrieved Employees proper reimbursement for
16 business expenditures. Plaintiff and Aggrieved Employees are constantly required to use their
17 personal cell phones in the performance of their work duties. However, Defendants do not reimburse
18 Plaintiff and Aggrieved Employees for such expenses, even though it should be fully reimbursed
19 under California law. Defendants' failure to properly reimburse Plaintiff and Aggrieved Employees'
20 necessarily incurred business expenses gives rise to violations of Labor Code § 2802.

21 36. Defendants' failure to pay for all hours worked, including minimum wages and
22 overtime wages, failure to provide compliant meal and rest breaks, and failing to account for
23 payments of non-discretionary bonuses and commission when calculating Plaintiff and Employees'
24 regular rate of pay also result in a failure to provide Class members, including Plaintiff, accurate
25 itemized wage statements as required under Labor Code 226(a). For example, the wage statements
26 Defendants provide do not accurately state gross wages earned, total hours worked, net wages
27 earned, or all applicable hourly rates in effect during the pay period and the corresponding number
28 of hours worked at each hourly rate.

37. Plaintiff is informed, believes, and thereon allege that Defendants knew or should have known that Plaintiff and Aggrieved Employees regularly do not receive timely and compliant meal and rest breaks, premium pay for overtime and missed or non-compliant breaks, payment for all hours worked, and accurate wage statements. Thus, Defendants denial of wages, compliant meal and rest periods and related premium pay, failure to provide complete and accurate wage statements, is and/or was deliberate and willful.

38. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants' operations in the State of California. All violations alleged herein are continuing and ongoing.

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

Failure to Pay All Hours Worked

(On Behalf of the State of California and Aggrieved Employees)

39. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

40. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful. (ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

41. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.”

42. Under Cal. Lab. Code §§ 1194, and 1197, employers are required to pay employees at least the minimum straight-time hourly wage for all hours worked, including but not limited to,

1 time spent performing time spent working pre/post-shift, and during unpaid meal and/or rest periods,
2 and any other hours employees required or permitted employees to work.

3 43. Cal. Lab. Code § 1194 entitles employees to recover unpaid straight time wages for
4 work performed that goes unpaid.

5 44. Cal. Lab. Code § 1197 prohibits employers from paying wages below the applicable
6 minimum wage for all hours worked.

7 45. During the relevant time period, Defendants maintained policies and practices that
8 result in Plaintiff and Aggrieved Employees not being paid for all hours worked.

9 46. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in
10 which Plaintiff and an Aggrieved Employee were aggrieved, in the amounts established by those
11 sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties
12 pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal.
13 Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 1194, 1197, 1197.1, and
14 IWC Wage Order 4-2001, and any other violation alleged herein which does not carry penalties
15 under Cal. Lab. Code § 2699(a), for Defendant' failure to pay straight time wages.

16 47. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 14, 2026, Plaintiff
17 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
18 file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified
19 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff
20 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
21 Code § 2699.3(a).

22 48. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
23 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

24 49. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and
25 (k)(1).

26 50. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
27 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
28 fees and costs as set forth below.

1 51. Wherefore, Plaintiff requests relief as hereinafter provided.

2 **SECOND CAUSE OF ACTION**

3 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

4 **Failure to Pay Overtime Premiums**

5 **(On Behalf of the State of California and Aggrieved Employees)**

6 52. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
7 herein.

8 53. Cal. Lab. Code § 2699(f) provides:

9 For all provisions of this code except those for which a civil penalty is specifically
10 provided, there is established a civil penalty for a violation of these provisions, as
11 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
12 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
13 employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
14 each aggrieved employee per pay period if either of the following are met:(i) Within
the five years preceding the alleged violation, the agency or any court issued a finding
or determination to the employer that its policy or practice giving rise to the violation
was unlawful. (ii) The court determines that the employer's conduct giving rise to the
violation was malicious, fraudulent, or oppressive.

15 54. Cal. Lab. Code § 510 provides, in relevant part:

16 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
17 one workday and any work in excess of 40 hours in any one workweek and the first
18 eight hours worked on the seventh day of work in any one workweek shall be
19 compensated at the rate of no less than one and one-half times the regular rate of pay
20 for an employee. Any work in excess of 12 hours in one day shall be compensated at
the rate of no less than twice the regular rate of pay for an employee. In addition, any
work in excess of eight hours on any seventh day of a workweek shall be compensated
at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
section requires an employer to combine more than one rate of overtime compensation
in order to calculate the amount to be paid to an employee for any hour of overtime
work.

21 55. Cal. Lab. Code § 1194 provides, in relevant part:

22 Notwithstanding any agreement to work for a lesser wage, any employee receiving
23 less than the legal minimum wage or the legal overtime compensation applicable to
24 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.

25 56. Plaintiff and Aggrieved Employees work overtime hours for Defendant without being
26 paid all wages and overtime premiums, or when paid overtime premiums not being paid at the
27 appropriate rate in violation of the Cal. Lab. Code, the applicable IWC Wage Orders, and other
28

1 applicable law. Defendants do not pay Plaintiff and Aggrieved Employees overtime wages for time
2 spent working off-the-clock. Additionally, Defendants fail to factor non-discretionary payments into
3 Aggrieved Employees' regular rate of pay for overtime wages.

4 57. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
5 Code § 2699(a), or as an alternate theory as appropriate and/or necessary, Plaintiff seeks civil
6 penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an
7 Aggrieved Employees were aggrieved, in the amounts established by Cal. Lab. Code § 2699(f).
8 Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees
9 for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 510
10 1194, 1198, IWC Wage Order 4-2001, and any other violation alleged herein which does not carry
11 penalties under Cal. Lab. Code § 2699(a).

12 58. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 14, 2026, Plaintiff
13 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
14 file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified
15 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff
16 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
17 Code § 2699.3(a).

18 59. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
19 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

20 60. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and
21 (k)(1).

22 61. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
23 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
24 fees and costs as set forth below.

25 62. Wherefore, Plaintiff requests relief as hereinafter provided.

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1 **THIRD CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

3 **Failure to Provide Meal Periods**

4 **(On Behalf of the State of California and Aggrieved Employees)**

5 63. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 64. Cal. Lab. Code § 2699(f) provides:

8 For all provisions of this code except those for which a civil penalty is specifically
9 provided, there is established a civil penalty for a violation of these provisions, as
10 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
11 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
12 employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
13 each aggrieved employee per pay period if either of the following are met:(i) Within
14 the five years preceding the alleged violation, the agency or any court issued a finding
15 or determination to the employer that its policy or practice giving rise to the violation
16 was unlawful. (ii) The court determines that the employer's conduct giving rise to the
17 violation was malicious, fraudulent, or oppressive.

18 65. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by
19 employees of every description, whether the amount is fixed or ascertained by the standard of time,
20 task, piece, commission basis or method of calculation."

21 66. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
22 authorize, permit, and/or make available timely and compliant meal periods to their employees. Cal.
23 Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing an
24 employee for more than five (5) hours without a meal period of not less than thirty (30) minutes,
25 and from employing an employee more than ten (10) hours per day without providing the employee
26 with a second meal period of not less than thirty (30) minutes.

27 67. Despite these requirements, Defendants knowingly and willfully refuse to perform
28 their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to
take the off-duty meal periods to which they are entitled.

68. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by

1 Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
2 and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
3 Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and any other violation alleged herein
4 which does not carry penalties under Cal. Lab. Code § 2699(a).

5 69. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 14, 2026, Plaintiff
6 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
7 Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed
8 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
9 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

10 70. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
11 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

12 71. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and
13 (k)(1).

14 72. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
15 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
16 fees and costs as set forth below.

17 73. Wherefore, Plaintiff requests relief as hereinafter provided.

18 **FOURTH CAUSE OF ACTION**

19 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

20 **Failure to Provide Rest Periods**

21 **(On Behalf of the State of California and Aggrieved Employees)**

22 74. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
23 herein.

24 75. Cal. Lab. Code § 2699(f) provides:

25 For all provisions of this code except those for which a civil penalty is specifically
26 provided, there is established a civil penalty for a violation of these provisions, as
27 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
28 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for
each aggrieved employee per pay period if either of the following are met:(i) Within
the five years preceding the alleged violation, the agency or any court issued a finding

1 or determination to the employer that its policy or practice giving rise to the violation
2 was unlawful. (ii) The court determines that the employer's conduct giving rise to the
violation was malicious, fraudulent, or oppressive.

3 76. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by
4 employees of every description, whether the amount is fixed or ascertained by the standard of time,
5 task, piece, commission basis or method of calculation."

6 77. Cal. Lab. Code §§ 226.7 and the applicable Wage Order require employers to
7 authorize and permit non-exempt workers to take ten minutes of net rest time per four (4) hours or
8 major fraction thereof of work, and to pay non-exempt workers their full wages during those rest
9 periods.

10 78. Under Cal. Lab. Code § 226.7(b) an employer must pay an employee denied a
11 required rest period is required to pay one hour of pay at the employee's regular rate of compensation
12 for each workday that the rest period was not authorized and permitted and/or not made available.

13 79. Despite these requirements, Defendants knowingly and willfully refuse to perform
14 their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to
15 take the rest breaks to which they are entitled. Plaintiff and Aggrieved Employees are unable to take
16 compliant rest periods because Defendants do not allow Plaintiff and Aggrieved Employees to take
17 rest periods due to workload demands that required Plaintiff and Aggrieved Employees to continue
18 assisting Defendants' customers and attending to Defendants' calls. When Plaintiff attempts to take
19 a rest period, such rest periods were interrupted or cut short for her to continue assisting customers
20 and/or employees of the Defendants.

21 80. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
22 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
23 period in which Plaintiff and Aggrieved Employees were aggrieved, in the amounts established by
24 Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
25 and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
26 Cal. Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 4-2001, and any other violation alleged herein
27 which does not carry penalties under Cal. Lab. Code § 2699(a).

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81. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 14, 2026, Plaintiff provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

82. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

83. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and (k)(1).

84. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

85. Wherefore, Plaintiff requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(Failure to Reimburse Business Expenses)

(On Behalf of the State of California and Aggrieved Employees)

86. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

87. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period. . . (B) The civil penalty is two hundred dollars (\$200) for each aggrieved employee per pay period if either of the following are met: (i) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful. (ii) The court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive.

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1 88. Cal. Lab. Code § 2802(a) provides as follows:

2 An employer shall indemnify his or her employee for all necessary expenditures or
3 losses incurred by the employee in direct consequence of the discharge of his or her
4 duties, or of his or her obedience to the directions of the employer, even though
5 unlawful, unless the employee, at the time of obeying the directions, believed them to
6 be unlawful. Defendant's policies and practices result in failure to reimburse for all
7 business expenses incurred by Plaintiff and Aggrieved Employees as set forth in §
8 2802.

9 89. To the extent that any violation alleged herein does not carry penalties under Cal. Lab.
10 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay
11 period in which Plaintiff and Aggrieved Employees was aggrieved, in the amounts established by
12 Cal. Lab. Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff
13 and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to,
14 Cal. Lab. Code § 2802, IWC Wage Orders 4-2001, and any other violation alleged herein which
15 does not carry penalties under Cal. Lab. Code § 2699(a).

16 90. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 14, 2026, Plaintiff
17 provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to
18 file this claim. On this same date, Plaintiff mailed Defendants a copy of such notice via certified
19 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
20 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
21 Code § 2699.3(a).

22 91. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
23 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

24 92. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and
25 (k)(1).

26 93. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
27 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
28 fees and costs as set forth below.

94. Wherefore, Plaintiff requests relief as hereinafter provided.

//

1 **SIXTH CAUSE OF ACTION**

2 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

3 **Failure to Provide True and Accurate Itemized Wage Statements**

4 **(On Behalf of the State of California and Aggrieved Employees)**

5 95. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
6 herein.

7 96. Cal. Lab. Code § 2699(a) provides:

8 Notwithstanding any other provision of law, any provision of this code that provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce
10 Development Agency or any of its departments, divisions, commissions, boards,
11 agencies, or employees, for a violation of this code, may, as an alternative, be
12 recovered through a civil action brought by an aggrieved employee on behalf of the
13 employee and to other current or former employees against whom a violation of the
14 same provision was committed pursuant to the procedures specified in Section 2699.3.

12 97. Cal. Lab. Code § 226(a) provides:

13 An employer, semimonthly or at the time of each payment of wages, shall furnish to
14 their employee, either as a detachable part of the check, draft, or voucher paying the
15 employee's wages, or separately if wages are paid by personal check or cash, an
16 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
17 worked by the employee, except as provided in subdivision (j), (3) the number of
18 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
19 rate basis, (4) all deductions, provided that all deductions made on written orders of
20 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
21 inclusive dates of the period for which the employee is paid, (7) the name of the
22 employee and only the last four digits of their social security number or an employee
23 identification number other than a social security number, (8) the name and address of
24 the legal entity that is the employer and, if the employer is a farm labor contractor, as
25 defined in subdivision (b) of Section 1682, the name and address of the legal entity
26 that secured the services of the employer, and (9) all applicable hourly rates in effect
27 during the pay period and the corresponding number of hours worked at each hourly
28 rate by the employee...

21 98. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

22 An employee suffering injury as a result of a knowing and intentional failure by an
23 employer to comply with subdivision (a) is entitled to recover the greater of all actual
24 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
25 one hundred dollars (\$100) per employee for each violation in a subsequent pay
26 period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is
27 entitled to an award of costs and reasonable attorney's fees.

26 99. Cal. Lab. Code § 226.3 provides:

27 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
28 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
in an initial citation and one thousand dollars (\$1,000) per employee for each violation
in a subsequent citation, for which the employer fails to provide the employee a wage

deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

100. Cal. Lab. Code § 226 also requires employers to keep records required to be maintained under § 226(a) for at least three (3) years.

101. Cal. Lab. Code § 1174(d) provides, in relevant part:

[Employers shall] [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission...

102. Cal. Lab. Code § 1174.5 provides, in relevant part:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

103. IWC Wage Order 4-2001, Section 7, provides, in relevant 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....

(4) Total wages paid each payroll period...

(5) Total hours worked during the payroll period and applicable rates of pay...

(B) Every employer who has control over wages, hours, or working conditions shall semimonthly or at the time of each payment of wages furnish each employee an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item. (See Labor Code Section 226.) This information shall be furnished either separately or as a detachable part of the check, draft, or voucher paying the employee's wages....

104. Defendants do not provide timely, accurate, itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Cal. Lab. Code § 226(a) and 1174, and the IWC Wage Orders. The wage statements Defendants provide their employees, including Plaintiff and Aggrieved Employees, do not accurately reflect payment for all hours worked, including minimum wage and overtime wages, meal/rest period premium payments, or the correct rate of overtime.

105. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by those

1 sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and
2 1174.5. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved
3 Employees for each failure by Defendants, alleged above, to provide Plaintiff and Aggrieved
4 Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a).
5 Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
6 Defendants, alleged above, to maintain records in compliance with Cal. Lab. Code §§ 226 and 1174
7 and IWC Wage Order 4-2001.

8 106. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 14, 2026, Plaintiff
9 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
10 Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed
11 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
12 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

13 107. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and
14 (k)(1).

15 108. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
16 Employees, and herself as set forth in Cal. Lab. Code § 2699.

17 109. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California
18 for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys'
19 fees and costs as set forth below.

20 110. Wherefore, Plaintiff requests relief as hereinafter provided.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff prays for relief as follows:

- 23 a. For the Court to declare, adjudge, and decree that Defendants have violated the Cal.
24 Lab. Code as alleged herein;
- 25 b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
26 civil penalties provided under the PAGA;
- 27 c. For injunctive relief, prohibiting Defendants from continuing their policies and
28 practices determined to be violations of the Cal. Lab. Code;

- 1 d. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
2 2699(g)(1), 2699(k)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable
3 law;
4 e. For all costs of suit; and
5 f. For such other and further relief as this Court deems just and proper.
6

7 Dated: August 21, 2026

Respectfully Submitted,

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9 

10 Carolyn H. Cottrell
11 Esther L. Bylsma
12 Sandra A. Tello
13 Helen M. You
14 **SCHNEIDER WALLACE**
15 **COTTRELL KIM LLP**

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17 *Attorneys for Plaintiff and the putative Class*
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Dated: August 21, 2026

Carolyn Cottrell

COTTRELL KIM LLP

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