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ELECTRONICALLY FILED
Superior Court of California,
County of Fresno
By: Lily Vang, Deputy Clerk
07/17/26 3:32 PM

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

CRISTAL ZAVALA, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

EDUCATIONAL EMPLOYEES CREDIT
UNION, a California nonprofit corporation;
and DOES 1 to 50, inclusive,

Defendants.

Case No.: 26CU00862

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PAY ALL OVERTIME WAGES;**
- 3. FAILURE TO PROVIDE ALL MEAL PERIODS;**
- 4. FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS;**
- 5. FAILURE TO FULLY REIMBURSE WORK EXPENSES;**
- 6. INDEPENDENT FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 7. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;**
- 8. DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202;**
- 9. PENALTIES UNDER LABOR CODE § 2699; AND**
- 10. UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

1 Plaintiff Cristal Zavala (“Plaintiff”), an individual on behalf of herself and all others similarly
2 situated, hereby files this First Amended Complaint against Defendant Educational Employees
3 Credit Union, a California nonprofit corporation, and Does 1 to 50 (collectively referred to as
4 “Defendants”). Plaintiff is informed and believes, and on the basis of that information and belief,
5 alleges as follows:

6 **INTRODUCTION**

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

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

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

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

22 **SUMMARY OF CLAIMS**

23 5. With regard to Defendants’ non-exempt employees Defendants have:

- 24 a. Failed to pay straight time, minimum, and/or overtime wages for all hours
25 worked;
- 26 b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- 27 c. Failed to provide all legally-required meal periods;
- 28 d. Failed to authorize and permit all paid legally-required rest periods;

- e. Failed to reimburse for all work-related expenses;
- f. Independently failed to timely furnish accurate itemized wage statements;
- g. Derivatively failed to timely furnish accurate itemized wage statements;
- h. Derivatively violated Labor Code §§ 201-202;
- i. Incurred penalties under Labor Code §§ 2699, *et seq.*; and
- j. Conducted unfair business practices.

PARTIES

Plaintiff Cristal Zavala

6. Plaintiff Cristal Zavala 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.

7. Plaintiff Cristal Zavala last worked for Defendants as a non-exempt employee with the position of a Financial Services Representative from approximately September of 2023 through February of 2026 in Fresno County, California.

8. Plaintiff Cristal Zavala seeks recovery herein from Defendants because with regard to Plaintiff Cristal Zavala, while acting for Defendants in her capacity as a non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all state-mandated overtime wages for all overtime hours worked;
- c. Failed to provide all legally-required meal periods;
- d. Failed to authorize and permit all paid legally-required rest periods;
- e. Failed to reimburse for all work-related expenses;
- f. Independently failed to timely furnish accurate itemized wage statements;
- g. Derivatively failed to timely furnish accurate itemized wage statements;
- h. Derivatively violated Labor Code §§ 201-202;
- i. Incurred penalties under Labor Code §§ 2699, *et seq.*; and
- j. Conducted unfair business practices.

///

Defendant Educational Employees Credit Union

9. Defendant Educational Employees Credit Union is now and/or at all times mentioned in this Complaint was a California corporation, and the owner and operator of an industry, business, and/or facilities licensed to do business and actually doing business in the State of California.

DOES 1 TO 50, INCLUSIVE

10. 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.

11. 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.

12. Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

13. 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.

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

15. 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.

16. 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.

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

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

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

10 **JURISDICTION AND VENUE**

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

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

16 22. The California Superior Court also has jurisdiction in this matter because during their
17 employment with Defendants, Plaintiff Cristal Zavala and the members of the putative Classes herein
18 were all California citizens and Defendant Educational Employees Credit Union conducted business
19 in California. Further, there is no federal question at issue, as the issues herein are based solely on
20 California statutes and law.

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

25 **CLASS ACTION ALLEGATIONS**

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

1 all.” Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

2 25. The putative classes Plaintiff will seek to certify are currently composed of and
3 defined as follows:

4 a. All California citizens employed by Defendants as non-exempt employees
5 during the appropriate time period who were subjected to Defendants’ policies
6 and practices regarding the payment of straight time, minimum and/or overtime
7 wages as specifically described herein (hereinafter, the “Wage Class”);

8 b. All California citizens employed by Defendants as non-exempt employees
9 during the appropriate time period who were subjected to Defendants’ policies
10 and practices regarding the payment of overtime wages as specifically
11 described herein (hereinafter, the “Overtime Class”);

12 c. All California citizens employed by Defendants as non-exempt employees
13 during the appropriate time period who were subjected to Defendants’ policies
14 and practices regarding meal periods as specifically described herein
15 (hereinafter, the “Meal Period Class”);

16 d. All California citizens employed by Defendants as non-exempt employees
17 during the appropriate time period who were subjected to Defendants’ policies
18 and practices regarding paid rest periods as specifically described herein
19 (hereinafter, the “Rest Period Class”);

20 e. All California citizens employed by Defendants as non-exempt employees
21 during the appropriate time period who were subjected to Defendants’ policies
22 and practices regarding business expense reimbursement as specifically
23 described herein (hereinafter, the “Reimbursement Class”);

24 f. All California citizens employed by Defendants as hourly-paid, non-exempt
25 employees during the appropriate time period who were independently
26 subjected to Defendants’ policies and practices regarding itemized wage
27 statements as specifically described herein (hereinafter, the “Independent Wage
28 Statement Class”);

- 1 g. All California citizens employed by Defendants as hourly-paid, non-exempt
2 employees during the appropriate time period who were derivatively subjected
3 to Defendants' policies and practices regarding itemized wage statements as
4 specifically described herein (hereinafter, the "Derivative Wage Statement
5 Class");
- 6 h. All formerly-employed California citizens employed by Defendants as non-
7 exempt employees during the appropriate time period who were subjected to
8 Defendants' policies and practices regarding Labor Code § 203 and the payment
9 of final wages as specifically described herein (hereinafter, the "Derivative LC
10 203 Class"); and
- 11 i. All California citizens employed by Defendants as non-exempt employees
12 during the appropriate time period regarding whom Defendants have engaged
13 in unlawful, unfair and/or fraudulent business acts or practices prohibited by
14 Business & Professions Code §§ 17200, et seq. as specifically described herein
15 (hereinafter, the "17200 Class").

16 26. The Wage Class, Overtime Class, Meal Period Class, Rest Period Class,
17 Reimbursement Class, Independent Wage Statement Class, Derivative Wage Statement Class,
18 Derivative LC 203 Class, and 17200 Class are herein collectively referred to as the "Classes."

19 27. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or
20 necessary to amend the definition of the Classes. Plaintiff will formally define and designate a
21 class definition at such time when Plaintiff seeks to certify the Classes alleged herein.

22 28. Numerosity (Code of Civil Procedure § 382):

- 23 a. The potential quantity of members of the Classes as defined is so numerous that
24 joinder of all members is unfeasible and impractical;
- 25 b. The disposition of the claims of the members of the Classes through this class
26 action will benefit both the parties and this Court;
- 27 c. The quantity of members of the Classes is unknown to Plaintiff at this time;
28 however, it is estimated that the membership of the Classes numbers greater

1 than 100 individuals; and

2 d. The quantity and identity of such membership is readily ascertainable via
3 inspection of Defendants' records.

4 29. Superiority (Code of Civil Procedure § 382): The nature of this action and the
5 nature of the laws available to Plaintiff makes the use of the class action format particularly
6 efficient and the appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein,
7 as follows:

8 a. California has a public policy that encourages the use of the class action device;

9 b. By establishing a technique whereby the claims of many individuals can be
10 resolved at the same time, the class suit both eliminates the possibility of
11 repetitious litigation and provides small claimants with a method of obtaining
12 redress for claims which would otherwise be too small to warrant individual
13 litigation;

14 c. This case involves large corporate Defendants and a large number of individual
15 Class members with many relatively small claims and common issues of law
16 and fact;

17 d. If each individual member of the Classes was required to file an individual
18 lawsuit, the large corporate Defendants would necessarily gain an
19 unconscionable advantage because Defendants would be able to exploit and
20 overwhelm the limited resources of each individual member of the Classes with
21 Defendants' vastly superior financial and legal resources;

22 e. Requiring each individual member of the Classes to pursue an individual
23 remedy would also discourage the assertion of lawful claims by the members
24 of the Classes who would be disinclined to pursue an action against Defendants
25 because of an appreciable and justifiable fear of retaliation and permanent
26 damage to their lives, careers, and well-being;

27 f. Proof of a common business practice or factual pattern, of which the members
28 of the Classes experienced, is representative of the Classes herein and will

1 establish the right of each of the members of the Classes to recover on the
2 causes of action alleged herein;

3 g. Absent class treatment, the prosecution of separate actions by the individual
4 members of the Classes, even if possible, would likely create:

5 i) a substantial risk of each individual plaintiff presenting in separate,
6 duplicative proceedings the same or essentially similar arguments and
7 evidence, including expert testimony;

8 ii) a multiplicity of trials conducted at enormous expense to both the
9 judicial system and the litigants;

10 iii) inconsistent or varying verdicts or adjudications with respect to the
11 individual members of the Classes against Defendants;

12 iv) potentially incompatible standards of conduct for Defendants; and

13 v) potentially incompatible legal determinations with respect to individual
14 members of the Classes which would, as a practical matter, be
15 dispositive of the interest of the other members of the Classes who are
16 not parties to the adjudications or which would substantially impair or
17 impede the ability of the members of the Classes to protect their
18 interests.

19 h. The claims of the individual members of the Classes are not sufficiently large
20 to warrant vigorous individual prosecution considering all of the concomitant
21 costs and expenses attendant thereto;

22 i. Courts seeking to preserve efficiency and other benefits of class actions
23 routinely fashion methods to manage any individual questions; and

24 j. The Supreme Court of California urges trial courts, which have an obligation
25 to consider the use of innovative procedural tools to certify a manageable class,
26 to be procedurally innovative in managing class actions.

27 30. Well-defined Community of Interest: Plaintiff also meets the established standards
28 for class certification, as follows:

1 a. Typicality: The claims of Plaintiff Cristal Zavala are typical of the claims of all
2 members of the Classes she seeks to represent because all members of the
3 Classes sustained injuries and damages arising out of Defendants' common
4 course of conduct in violation of law and the injuries and damages of all
5 members of the Classes were caused by Defendants' wrongful conduct in
6 violation of law, as alleged herein.

7 b. Adequacy: Plaintiff Cristal Zavala:

- 8 i) is an adequate representative of the Classes she seeks to represent;
- 9 ii) will fairly protect the interests of the members of the Classes;
- 10 iii) has no interests antagonistic to the members of the Classes; and
- 11 iv) will vigorously pursue this suit via attorneys who are competent, skilled
12 and experienced in litigating matters of this type.

13 c. Predominant Common Questions of Law or Fact: There are common questions
14 of law and/or fact as to the members of the Classes which predominate over
15 questions affecting only individual members of the Classes, including, without
16 limitation:

- 17 i) Whether Defendants paid the legal and appropriate straight time pay,
18 minimum wage pay and/or overtime pay for all work hours to the
19 members of the Wage Class;
- 20 ii) Whether Defendants paid the appropriate overtime wages to the
21 members of the Overtime Class;
- 22 iii) Whether Defendants failed and continue to fail to provide legally-
23 required meal periods to the members of the Meal Period Class in
24 violation of the Labor Code and Section 11 of the IWC Wage Orders;
- 25 iv) Whether Defendants failed and continue to fail to authorize and permit
26 paid legally-required rest periods to the members of the Rest Period
27 Class in violation of the Labor Code and Section 12 of the IWC Wage
28 Orders;

- 1 v) Whether Defendants failed to fully reimburse for all work-related
2 expenses incurred by the members of the Reimbursement Class;
- 3 vi) Whether Defendants independently failed to timely furnish accurate,
4 itemized and legal wage statements to the members of the Independent
5 Wage Statement Class;
- 6 vii) Whether Defendants derivatively failed to timely furnish accurate,
7 itemized and legal wage statements to the members of the Derivative
8 Wage Statement Class;
- 9 viii) Whether Defendants are derivatively liable under Labor Code § 203 to
10 the members of the Derivative LC 203 Class;
- 11 ix) Whether Defendants' conduct constitutes unfair business practices
12 within the meaning of Business & Professions Code §§ 17200, et seq.;
- 13 x) Whether the members of the Classes are entitled to compensatory
14 damages, and if so, the means of measuring such damages;
- 15 xi) Whether the members of the Classes are entitled to injunctive relief;
- 16 xii) Whether the members of the Classes are entitled to restitution; and
- 17 xiii) Whether Defendants are liable for attorneys' fees and costs.

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

20 **CAUSES OF ACTION**

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY ALL WAGES**

23 **(On Behalf of the Wage Class)**

24 **(Against All Defendants)**

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

28 33. Labor Code § 204 establishes the fundamental right of all employees in the State

1 of California to be paid wages, including straight time and overtime, in a timely fashion for their
2 work.

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

6 35. Labor Code § 1182.12, effective July 1, 2014, states, “Notwithstanding any other
7 provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not
8 less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all
9 industries shall be not less than ten dollars (\$10) per hour.” Further, under Labor Code §
10 1182.12(b)(1)(A), for any employer who employs 26 or more employees, the minimum wage shall
11 be as follows: “From January 1, 2017, to December 31, 2017, inclusive, - ten dollars and fifty cents
12 (\$10.50) per hour.” Under Labor Code § 1182.12(b)(1)(B), for any employer who employs 26 or
13 more employees, the minimum wage shall be as follows: “From January 1, 2018, to December 31,
14 2018, inclusive, - eleven dollars (\$11) per hour.” Under Labor Code § 1182.12(b)(1)(C), for any
15 employer who employs 26 or more employees, the minimum wage shall be as follows: “From
16 January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour.” Under Labor
17 Code § 1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum
18 wage shall be as follows: “From January 1, 2020, to December 31, 2020, inclusive, - thirteen
19 dollars (\$13) per hour.” Under Labor Code § 1182.12(b)(1)(E), for any employer who employs 26
20 or more employees, the minimum wage shall be as follows: “From January 1, 2021, to December
21 31, 2021, inclusive, - fourteen dollars (\$14) per hour.” Finally, under Labor Code §
22 1182.12(b)(1)(F), for any employer who employs 26 or more employees, the minimum wage shall
23 be as follows: “From January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15)
24 per hour.”

25 36. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a lesser
26 wage, any employee receiving less than the legal minimum wage or the legal overtime
27 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
28 of the full amount of this minimum wage or overtime compensation, including interest thereon,

1 reasonable attorney's fees, and costs of suit."

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

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

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

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

- 13 a. Administered a uniform company policy and practice as to the pay policies
14 regarding the members of the Wage Class;
- 15 b. Required the members of the Wage Class to spend time under Defendants' control
16 for work-related tasks without compensation.
- 17 c. Defendants suffered, permitted, and/or required the members of the Wage Class to
18 work without paying for all time they were under Defendants' control.

19 41. Because Defendants required the members of the Wage Class to remain under
20 Defendants' control without paying therefore, this resulted in the members of the Wage Class
21 earning less than the legal minimum wage in the State of California.

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

27 43. Further, Defendants' pattern and practice in uniform administration of corporate
28 policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage

1 Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to
2 recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full
3 amount of the unpaid minimum wages owed, calculated as the difference between the straight time
4 compensation paid and the applicable minimum wage, including interest thereon.

5 44. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
6 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
7 Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of
8 work (not including the overtime portion thereof) in an amount equal to the wages unlawfully
9 unpaid and interest thereon.

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

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

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

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY ALL OVERTIME WAGES**

19 **(On Behalf of the Overtime Class)**

20 **(Against All Defendants)**

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

24 49. Labor Code § 204 establishes the fundamental right of all employees in the State
25 of California to be paid wages, including straight time and overtime, in a timely fashion for their
26 work.

27 50. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
28 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated

1 at the rate of no less than one and one-half times the regular rate of pay for any employee.”

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

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

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

- 12 a. Administered a uniform company policy and practice as to the pay policies
13 regarding Plaintiff and the members of the Overtime Class;
- 14 b. Scheduled to work and in fact required Plaintiff and the members of the Overtime
15 Class to work in excess of eight hours per workday and/or in excess of 40 hours per
16 workweek without paying overtime compensation for all hours they were under
17 Defendants’ control; and
- 18 c. Failed to pay Plaintiff and the members of the Overtime Class overtime
19 compensation for all work accomplished in excess of eight hours per day and/or 40
20 hours per week.

21 54. Defendants’ pattern, practice and uniform administration of corporate policy
22 regarding illegal employee compensation as described herein is unlawful and creates an
23 entitlement, under Labor Code § 218 and Labor Code § 1194(a), to recovery by the members of
24 the Overtime Class, in a civil action, for the unpaid balance of the full amount of the overtime
25 premiums owing.

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

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

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

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ALL MEAL PERIODS**

7 **(On Behalf of the Meal Period Class)**

8 **(Against All Defendants)**

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

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

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

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

27 62. Section 11(C) of the IWC Wage Orders provides, "Unless the employee is relieved
28 of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal

1 period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the
2 nature of the work prevents an employee from being relieved of all duty and when by written
3 agreement between the parties an on-the-job paid meal period is agreed to. The written agreement
4 shall state that the employee may, in writing, revoke the agreement at any time.”

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

9 64. On one or more occasions, the members of the Meal Period Class worked over five
10 hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30
11 minutes prior to exceeding five hours of employment.

12 65. Further, on one or more occasions, some members of the Meal Period Class worked
13 over 10 hours per shift and therefore were entitled to an uninterrupted second meal period of not
14 less than 30 minutes prior to exceeding 10 hours of employment.

15 66. The members of the Meal Period Class did not validly or legally waive their meal
16 periods, by mutual consent with Defendants or otherwise.

17 67. The members of the Meal Period Class did not enter into any written agreement
18 with Defendants agreeing to an on-duty paid meal period.

19 68. As a matter of Defendants’ established company policy, Defendants failed to
20 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
21 516, and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
22 Meal Period Class with a first and in some cases a second legally compliant meal period.

23 69. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which
24 states “If an employer fails to provide an employee a meal or rest or recovery period in accordance
25 with a state law, including, but not limited to, an applicable statute or applicable regulation,
26 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
27 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the
28 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,” 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.

70. 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.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS

(On Behalf of the Rest Period Class)

(Against All Defendants)

71. 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.

72. 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.”

73. 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.”

74. 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 10 minutes net rest time per 4 hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than 3½ hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

75. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an

1 employee a rest period in accordance with the applicable provisions of this order, the employer
2 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
3 workday that the rest period is not provided."

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

7 77. The members of the Rest Period Class were entitled to a rest period of not less than
8 10 minutes for every four hours of work, or major fraction thereof.

9 78. As a matter of Defendants' established company policy, Defendants failed to
10 always authorize and permit all required rest periods established by Labor Code §§ 226.7 and 516,
11 and Section 12 of the IWC Wage Order(s).

12 79. Under Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) which
13 states "If an employer fails to provide an employee a meal or rest or recovery period in accordance
14 with a state law, including, but not limited to, an applicable statute or applicable regulation,
15 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
16 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the
17 employee one additional hour of pay at the employee's regular rate of compensation for each
18 workday that the meal or rest or recovery period is not provided," the members of the Rest Period
19 Class are entitled to damages in an amount equal to one additional hour of pay at each employee's
20 regular rate of compensation for each work day that one or more rest periods were not so provided.

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

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO FULLY REIMBURSE WORK EXPENSES**

25 **(On Behalf of the Reimbursement Class)**

26 **(Against All Defendants)**

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

1 forth herein.

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

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

9 84. As a matter of Defendants’ established company policy, Defendants required the
10 members of the Reimbursement Class to personally incur necessary expenditures in direct
11 consequence of the discharge of their duties, including but not limited to office supplies and the
12 use of personal cell phones for work-related activities.

13 85. Defendants are legally required to reimburse the members of the Reimbursement
14 Class for all necessary expenditures.

15 86. Defendants failed to fully and reasonably reimburse the members of the
16 Reimbursement Class for all necessary expenditures, including but not limited to the
17 aforementioned expenditures.

18 87. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
19 the members of the Reimbursement Class are entitled to recovery from Defendants of the unpaid
20 balance for all necessary expenditures, including but not limited to the aforementioned
21 expenditures.

22 88. As a proximate result of the aforementioned violations of Labor Code § 2802(a),
23 the members of the Reimbursement Class have been damaged in an amount according to proof at
24 the time of trial.

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

28 90. Under Labor Code § 2802(c), the members of the Reimbursement Class request

1 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

2 **SIXTH CAUSE OF ACTION**

3 **INDEPENDENT FAILURE TO TIMELY**

4 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

5 **(On Behalf of the Independent Wage Statement Class)**

6 **(Against All Defendants)**

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

10 92. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly
11 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
12 part of the check, draft, or voucher paying the employee's wages, or separately when wages are
13 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
14 earned, (2) total hours worked by the employee, except for any employee whose compensation is
15 solely based on a salary and who is exempt from payment of overtime under subdivision (a) of
16 Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-
17 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
18 deductions, provided that all deductions made on written orders of the employee may be
19 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
20 which the employee is paid, (7) the name of the employee and only the last four digits of his or her
21 social security number or an employee identification number other than a social security number,
22 (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor
23 contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity
24 that secured the services of the employer, and (9) all applicable hourly rates in effect during the
25 pay period..."

26 93. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not
27 and still do not furnish each of the members of the Independent Wage Statement Class with an
28 accurate itemized statement in writing showing Defendant's address and the total hours worked

1 by the employee.

2 94. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
3 employee suffers injury if the employer fails to provide accurate and complete information as
4 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
5 promptly and easily ascertain required information without reference to other documents or
6 information.

7 95. Here, the members of Independent Wage Statement Class suffered injury because
8 Defendants failed to provide accurate and complete information as required by one or more items
9 listed in Labor Code § 226(a)(1)-(9) and the Independent Wage Statement Class members could
10 not and cannot promptly and easily ascertain required information without reference to other
11 documents or information.

12 96. In addition, the members of the Independent Wage Statement Class have suffered
13 injury as a result of Defendants' failure to provide accurate records for the members of the
14 Independent Wage Statement Class in that the members of the Independent Wage Statement Class
15 were not timely provided written accurate itemized statements showing all required information,
16 including but not limited to Defendant's address and the total hours worked by the employee, in
17 violation of Labor Code § 226, such that the members of the Independent Wage Statement Class
18 were misled by Defendants as to the correct information regarding various items, including but not
19 limited to the total hours worked by the employee.

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

23 a. That such practice prevents the members of the Independent Wage Statement
24 Class from being able to effectively challenge information on their wage
25 statements; and/or

26 b. The difficulty and expense of filing and maintaining this lawsuit and the
27 discovery required to collect and analyze the very information that California
28 law requires.

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

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

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

10 **SEVENTH CAUSE OF ACTION**
11 **DERIVATIVE FAILURE TO TIMELY**
12 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
13 **(On Behalf of the Derivative Wage Statement Class)**

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

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

25 103. Further, the IWC Wage Orders § 7(A) states in pertinent part, "(A) Every employer
26 shall keep accurate information with respect to each employee including the following: (3) Time
27 records showing when the employee begins and ends each work period. Meal periods, split shift
28 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the

1 payroll period and applicable rates of pay....”

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

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

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

15 107. As a derivative result of this failure to pay wages and as a pattern and practice in
16 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
17 not maintain accurate records pertaining to the total hours worked for Defendants by the members
18 of the Derivative Wage Statement Class, including but not limited to, beginning and ending of
19 each work period, meal period interval, total daily hours worked, total hours worked per pay
20 period, and the applicable rates of pay.

21 108. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
22 employee suffers injury if the employer fails to provide accurate and complete information as
23 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
24 promptly and easily ascertain requisite information without reference to other documents or
25 information.

26 109. Here, the members of Derivative Wage Statement Class suffered injury because,
27 due to Defendants’ failure to pay all wages due and owing, Defendants derivatively failed to
28 provide accurate and complete information as required by one or more items listed in Labor Code

§ 226(a)(1)-(9).

110. In addition, the members of the Derivative Wage Statement Class have suffered injury as a result of Defendants' failure to maintain accurate records for the members of the Derivative Wage Statement Class in that the members of the Derivative 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 Derivative 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.

111. The actual injuries suffered by the members of the Derivative Wage Statement Class as a result of Defendants' knowing and intentional failure to maintain accurate records for the members of the Derivative 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 Derivative 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.

112. Under Labor Code § 226(e), the members of the Derivative 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.

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

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

EIGHTH CAUSE OF ACTION

DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202

(On Behalf of the LC 203 Class)

(Against All Defendants)

115. 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.

116. 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.

117. The members of the Derivative LC 203 Class are no longer employed by Defendants as they were either discharged from or quit Defendants' employ.

118. 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.

119. As set forth above, Defendants willfully failed to pay the members of the Derivative LC 203 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.

120. Defendants' willful failure to pay wages to the members of the Derivative LC 203

1 Class violates Labor Code § 203 because Defendants knew or should have known wages were due
2 to the members of the Derivative LC 203 Class, as set forth above, but Defendants failed to pay
3 them.

4 121. Thus, the members of the Derivative LC 203 Class are entitled to recovery under
5 Labor Code § 203.

6 **NINTH CAUSE OF ACTION**
7 **PENALTIES UNDER LABOR CODE § 2699**
8 **(On Behalf of the Aggrieved Employees)**
9 **(Against All Defendants)**

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

13 123. Under Labor Code § 2699(a) (which provides that any provision of the Labor Code
14 that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
15 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
16 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
17 himself or herself and other current or former employees) and Labor Code § 2699(f) (which
18 establishes a civil penalty for violations of all Labor Code provisions except those for which a civil
19 penalty is specifically provided), the aggrieved employees seek recovery of all applicable civil
20 penalties, as follows:

- 21 a. As applicable, for civil penalties under Labor Code § 2699(f), for all violations of
22 the Labor Code except for those for which a civil penalty is specifically provided,
23 in the amount of \$100 for each aggrieved employee per pay period for the initial
24 violation; and \$200 for each aggrieved employee per pay period for each
25 subsequent violation;
- 26 b. As applicable, civil penalties under Labor Code § 558 (in addition to and entirely
27 independent and apart from any other penalty provided in the Labor Code), for
28 violations of Labor Code §§ 500-556, in the amount of \$50 for each underpaid

aggrieved employee for each pay period the aggrieved employee was underpaid, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid;

c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay period the aggrieved employee was intentionally underpaid, and \$250 for each subsequent violation for each underpaid aggrieved employees regardless of whether the initial violation was intentionally committed;

d. As applicable, for civil penalties under Labor Code § 210 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each employee who is/was not paid wages in accordance with Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

f. As applicable, for any and all additional civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

124. In addition, Plaintiff seeks and is entitled to 65% of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 35% to Plaintiff and all other similarly situated aggrieved employees.

125. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under

1 Labor Code §§ 2699(g)(1) and any other applicable statute.

2 126. Labor Code § 2699.3(a) states in pertinent part: “A civil action by an aggrieved
3 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
4 listed in Section 2699.5 shall commence only after the following requirements have been met: (1)
5 (A) The aggrieved employee or representative shall give written notice by online filing with the
6 Labor and Workforce Development Agency and by certified mail to the employer of the specific
7 provisions of this code alleged to have been violated including the facts and theories to support the
8 alleged violation.”

9 127. Labor Code § 2699.3(c)(1) states in pertinent part: “A civil action by an aggrieved
10 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
11 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
12 commence only after the following requirements have been met: (1) (A) The aggrieved employee
13 or representative shall give written notice by online filing with the Labor and Workforce
14 Development Agency and by certified mail to the employer of the specific provisions of this code
15 alleged to have been violated, including the facts and theories to support the alleged violation.”

16 128. Here, Plaintiff’s civil action alleges violations of provisions listed in Labor Code §
17 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such, Labor
18 Code § 2699.3(a) and § 2699.3(c) apply to this action.

19 129. On May 7, 2026, Plaintiff complied with Labor Code § 2699.3(a) and Labor Code
20 § 2699.3(c) in that Plaintiff gave written notice by online filing with the LWDA and by certified
21 mail to Defendants of the specific provisions of the Labor Code alleged to have been violated,
22 including the facts and theories to support the alleged violations.

23 130. Labor Code § 2699.3(a) further states in pertinent part: “(2)(A) The agency shall
24 notify the employer and the aggrieved employee or representative by certified mail that it does not
25 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
26 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
27 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
28 aggrieved employee may commence a civil action pursuant to Section 2699.”

1 131. Since providing notice to the LWDA and Defendants of Defendants' violations, the
2 LWDA has not notified Plaintiff of its intention to investigate the alleged violations. As such,
3 Plaintiff has complied with Labor Code § 2699.3(a) and has been given authorization therefrom to
4 commence a civil action which includes a cause of action under Labor Code § 2699.

5 132. Further, as of July 17, 2026, Plaintiff has not received from Defendants written
6 notice by certified mail that the alleged violations have been cured, including a description of
7 actions taken. As such, Plaintiff has complied with Labor Code § 2699.3(c) and has been given
8 authorization therefrom to commence a civil action which includes a cause of action under Labor
9 Code § 2699.

10 **TENTH CAUSE OF ACTION**
11 **UNFAIR BUSINESS PRACTICES**
12 **(On Behalf of the 17200 Class)**
13 **(Against All Defendants)**

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

17 134. Business & Professions Code § 17200 provides, in pertinent part, "unfair
18 competition shall mean and include any unlawful, unfair or fraudulent business act."

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

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

25 137. Defendants have engaged in unlawful, unfair and fraudulent business acts or
26 practices prohibited by Business & Professions Code § 17200, including those set forth in the
27 preceding and foregoing paragraphs of the complaint, thereby depriving the members of the 17200
28 Class of the minimum working standards and conditions due to them under the Labor Code and/or

1 the IWC Wage Orders, as specifically described herein.

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

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

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

10 141. Plaintiff seeks full restitution from Defendants, as necessary and according to proof,
11 to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the
12 unfair practices complained of herein.

13 142. Further, if Defendants are not enjoined from the conduct set forth above,
14 Defendants will continue to practice, employ, and utilize the employment practices outlined in the
15 preceding paragraphs.

16 143. Therefore, Plaintiff requests that the Court issue a preliminary and permanent
17 injunction prohibiting Defendants from engaging in the foregoing conduct.

18 144. Plaintiff seeks the appointment of a receiver, as necessary, to establish the total
19 monetary relief sought from Defendants.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays:

22 (1) That the Court issue an Order certifying the Classes herein, appointing Plaintiff
23 Cristal Zavala as named representative of all others similarly situated, and appointing D.Law, Inc.
24 representing all named plaintiffs as counsel for the members of the Classes;

25 **As to the First Cause of Action for Failure to Pay All Wages:**

26 (2) For recovery of the unpaid balance of the full amount of the straight time
27 compensation due and owing, according to proof;

28 (3) For liquidated damages on the straight-time portion of uncompensated hours of

work (not including the overtime portion thereof), as authorized by Labor Code § 1194.2(a);

(4) For recovery of the unpaid balance of the full amount of overtime compensation due and owing, calculated at the appropriate rate and according to proof;

(5) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287;

(6) For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5 and/or 1194(a);

As to the Second Cause of Action for Failure to Pay Overtime Wages:

(7) For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s) regarding wages due and owing, according to proof;

(8) For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287;

(9) For an award of reasonable attorneys' fees and costs under Labor Code § 218.5 and/or 1194(a);

As to the Third Cause of Action for Failure to Provide Meal Periods:

(10) For one 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;

(11) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code § 3287;

As to the Fourth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

(12) For one 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;

(13) For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code § 3287;

As to the Fifth Cause of Action for Unpaid

Reimbursements for Work Expenses:

(14) For recovery of the unpaid balance for all necessary expenditures and losses incurred in direct consequence of the discharge of Defendants' duties;

1 (15) For interest thereon at the same rate as judgments in civil actions, accruing from
2 the date on which each member of the Reimbursements Class incurred the necessary expenditure
3 or loss, under Labor Code § 2802(b);

4 (16) For reasonable attorneys' fees and costs under Labor Code § 2802(c);

5 As to the Sixth Cause of Action for Independent Failure to Timely Furnish

6 Accurate Itemized Wage Statements:

7 (17) For recovery as authorized by Labor Code § 226(e);

8 (18) For an award of costs and reasonable attorneys' fees under Labor Code §§
9 226(e)/(g);

10 As to the Seventh Cause of Action for Derivative Failure to Timely Furnish

11 Accurate Itemized Wage Statements:

12 (19) For recovery as authorized by Labor Code § 226(e);

13 (20) For an award of costs and reasonable attorneys' fees under Labor Code §§
14 226(e)/(g);

15 As to the Eighth Cause of Action for Derivative Violations of Labor Code §§ 201-202:

16 (21) For recovery as authorized by Labor Code § 203;

17 As to the Ninth Cause of Action for Penalties Under Labor Code § 2699:

18 (22) For recovery as authorized by Labor Code § 203;

19 (23) As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
20 entirely independent and apart from other penalties in the Labor Code and for Labor Code
21 violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per
22 pay period for each violation, and \$200 for each aggrieved employee per pay period for each
23 subsequent violation.

24 (24) As applicable, for civil penalties under Labor Code § 558, in addition to and entirely
25 independent and apart from other penalties in the Labor Code, as follows:

26 a. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid employee
27 for each pay period for which the employee was underpaid; and

28 b. For each subsequent violation, one hundred dollars (\$100) for each aggrieved

underpaid employee for each pay period for which the employee was underpaid.

(25) As applicable, for civil penalties under Labor Code § 1197.1, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:

a. For any initial violation that is intentionally committed, \$100 for each aggrieved underpaid employee for each pay period for which the employee was underpaid; and

b. For each subsequent violation, regardless of whether the initial violation is intentionally committed, \$250 for each aggrieved underpaid employee for each pay period for which the employee was underpaid.

(26) As applicable, for civil penalties under Labor Code § 210, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation.

(27) As applicable, for civil penalties under Labor Code § 226.3, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation.

(28) As applicable, for reasonable attorneys' fees and costs incurred under Labor Code § 2699(g)(1) and any other applicable statute; and

(29) For such relief as this Court may deem just and proper;

As to the Tenth Cause of Action for Unfair Business Practices:

(30) 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;

(31) For 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;

(32) For an Order requiring Defendants to make full restitution and payment under California law;

1 (33) For an Order for a preliminary and/or permanent injunction prohibiting Defendants
2 from engaging in the acts complained of herein;

3 (34) For the creation of an administrative process wherein each injured member of the
4 Classes may submit a claim in order to receive his/her money;

5 (35) For all other appropriate injunctive, declaratory and equitable relief;

6 (36) For interest to the extent permitted by law;

7 (37) For an award of attorneys' fees and costs incurred in the investigation, filing and
8 prosecution of this action under Code of Civil Procedure § 1021.5, Business & Professions Code
9 §§ 17200, et seq., Labor Code § 1194 and/or any other applicable provision of law;

10 As to All Causes of Action:

11 (38) For such relief as this Court may deem just and proper, including reasonable
12 attorneys' fees and costs incurred.

13 **DEMAND FOR JURY TRIAL**

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

15 Dated: July 17, 2026

D.LAW, INC.

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17 By: Arsiné Grigoryan
18 Arsiné Grigoryan, Esq.
19 Aram Boyadjian, Esq.
20 Attorneys for Plaintiff
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