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ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
09/28/2026 at 12:00:00 AM
By: Andrei Gospel,
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

KHRISTINE GROUNNER, on behalf of the State of California and Aggrieved Employees,

Plaintiff,

vs.

EUROPEAN WAX CENTER, INC.; and DOES 1 through 10, inclusive;

Defendant(s).

Case No. 26CV213240

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

DEMAND FOR JURY TRIAL

Plaintiff Khristine Grounner ("Plaintiff") on behalf of the State of California and Aggrieved Employees, complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this enforcement action against Defendant European Wax Center, Inc. ("European Wax Center" or "EWC") on behalf of the State of California to collect penalties as a result of EWC's systematic violations of California labor law with respect to EWC's non-exempt hourly workers in the State of California (the "Aggrieved Employees").

2. Plaintiff and Aggrieved Employees are current and former workers employed by EWC in California.

3. Plaintiff challenges EWC's policies and practices of: (1) failing to pay Plaintiff and Aggrieved Employees for all hours worked; (2) failing to provide or make available to Plaintiff and Aggrieved Employees the meal periods to which they are entitled by law, and failing to pay premium compensation payment for non-compliant meal breaks; (3) failing to authorize and permit rest periods, and failing to pay premium compensation payment for non-compliant rest periods; (4) failing to provide Plaintiff and Aggrieved Employees with accurate, itemized wage statements; and (5) failing to pay Plaintiff and Aggrieved Employees all wages owed upon separation from employment.

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

PARTIES

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

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

7. Plaintiff was employed by the EWC as a Wax Specialist from approximately April 13, 2026 to approximately May 4, 2026. Plaintiff worked for EWC in Chico, California.

8. Plaintiff is informed, believes, and thereon alleges that EWC is a company that performs waxing services, eyebrow tinting, and other body care services and is headquartered in Plano, Texas. EWC is registered to do business in California, does business in California and employs and/or employed hourly, non-exempt employees, including Plaintiff and the Class. EWC may be served with process by serving its registered agent in California, Corporate Creations Network, Inc., 7801 Folsom Blvd, Unit 202, Sacramento, California 95826.

9. The true names and capacities of the Defendants sued in the Complaint under the fictitious name of DOES 1-10 are unknown to Plaintiff who therefore sues Defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and thereon alleges, that each of said fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and Plaintiff's injuries as herein alleged were proximately caused by such unlawful conduct.

10. Hereinafter, Defendant and DOES 1 through 10 are collectively referred to as "Defendant."

11. Plaintiff is informed, believes, and thereon alleges that Defendant employs and/or employed Plaintiff and Aggrieved Employees because Defendant, directly or indirectly, controls the employment terms, including pay practices of Plaintiff and Aggrieved Employees.

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

13. Plaintiff is informed, believes, and thereon alleges, that Defendant, in some manner, intentionally, negligently, or otherwise is responsible for the acts, omissions, occurrences, and transactions alleged herein.

14. At all material times, Defendant has 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. Defendant is defined as 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. Defendant conducts business and employs or employed 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 Defendant because they are a corporation 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, Defendant operates a chain of salons and waxing services throughout the United States and California.

18. Plaintiff Khristine Grounner was employed by Defendant as a non-exempt hourly employee from approximately April 13, 2026 to May 4, 2026. Plaintiff was paid an hourly rate of approximately $16.90.

19. On average, Plaintiff was scheduled for six (6) to seven (7) hours or more per shift for approximately six (6) days per week.

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

21. Aggrieved Employees perform their jobs under Defendant's supervision using materials and technology approved and supplied by Defendant.

22. Aggrieved Employees are required to follow and abide by Defendant's common work, time, and pay policies and procedures in the performance of their jobs.

23. At the end of each pay period, Aggrieved Employees receive wages from Defendant that are determined by common systems and methods that Defendant selects and controls.

24. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and practices at all relevant times have been similar for Plaintiff and Aggrieved Employees, regardless

of location in California. Upon information and belief, Aggrieved Employees also worked more than six (6) hours per day and/or at least (36) hours in at least one workweek during the one year before this Complaint was filed.

25. Defendant requires and expects Plaintiff and Aggrieved Employees to remain available for work throughout the duration of their shifts, including during meal and rest periods. For example, Defendant directed Plaintiff and Aggrieved Employees not to take rest breaks for the duration of their shifts and only allowed Plaintiff and Aggrieved Employees to leave their stations to use the restroom or grab water.

26. As a result, Plaintiff and Aggrieved Employees are not provided timely, duty-free, uninterrupted, and timely thirty-minute meal periods during which Defendant has relinquished all control.

27. Additionally, Plaintiff and Aggrieved Employees are not provided rest periods.

28. Defendant fails to pay Plaintiff and Aggrieved Employees meal period premiums or rest period premiums to which they are entitled for these non-compliant meal break and rest periods.

29. Defendant denies Plaintiff and Aggrieved Employees proper compensation for all hours worked, including minimum wages. As a matter of course, Defendant routinely requires Plaintiff and Aggrieved Employees to work during meal periods. This time spent performing work-related tasks during meal breaks is compensable but nevertheless went unpaid.

30. Plaintiff is informed, believes, and thereon alleges that Defendant utilizes and applies these meal and rest break policies and practices across all of Defendant's worksites and operations throughout California.

31. Defendant's failure to pay for all hours worked, including failure to provide compliant meal and rest breaks also result in a failure to provide Aggrieved Employees, including Plaintiff, accurate itemized wage statements as required by California law. The wage statements Defendant provides are not accurate because they do not reflect, for instance, all hours worked, and all earned gross and net wages

32. Plaintiff is informed, believes, and thereon alleges that Defendant knew or should have known that Plaintiff and Aggrieved Employees regularly do not receive timely and compliant

meal and rest breaks, premium pay for missed or non-compliant breaks, payment for all hours worked, or accurate wage statements, and that Defendant does not timely pay all final wages. Thus, Defendant's denial of wages, compliant meal and rest periods and related premium pay, and failure to provide complete and accurate wage statements is and/or was deliberate and willful.

33. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's 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

Failure to Provide Meal Periods and Meal Period Premiums

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

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

35. Cal. Lab. Code § 2699(a) provides:

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

36. 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.

37. 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."

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

39. Despite these requirements, Defendant knowingly and willfully refuses to perform 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.

40. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

(a) pursuant to Cal. Lab. Code § 2699(a) and § 558 for Plaintiff and Aggrieved Employees for failure to provide compliant meal periods pursuant to Cal. Lab. Code §§ 512;

(b) pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for failure to provide compliant meal periods pursuant to Cal. Lab. Code §§ 226.7, 1198, and the applicable Wage Order;

(c) pursuant to Cal. Lab. Code § 2699(a) and § 210 for Plaintiff and Aggrieved Employees for failure to provide timely meal period premiums during employment pursuant to Cal. Lab. Code § 204.

41. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 26, 2026, Plaintiff provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendant 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).

42. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendant's continuing violations of California's labor laws, including requiring Aggrieved Employees to perform unrecorded work during meal periods.

43. Defendant is 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.

44. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699

Failure to Pay All Hours Worked

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

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

46. Cal. Lab. Code § 2699(a) provides:

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

47. 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.

48. 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."

49. Cal. Lab Code § 204 provides,: "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

50. Cal. Lab Code § 1182.12 sets forth the minimum wage requirements.

51. Cal. Lab Code § 1197 states: "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity."

52. During the relevant time period, Defendant maintained policies and practices that result in Plaintiff and Aggrieved Employees not being paid for all hours worked, as Defendant failed to pay Plaintiff and Aggrieved Employees for unrecorded time worked during meal periods.

53. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

(a) pursuant to Cal. Lab. Code § 2699(a) and § 1197.1 for Plaintiff and Aggrieved Employees for failure to provide at least minimum wages for work during meal periods, pursuant to Cal. Lab. Code §§ 1182.12 and 1197;

(b) pursuant to Cal. Lab. Code § 2699(a) and §210 for Plaintiff and Aggrieved Employees for failure to provide timely wages during employment pursuant to Cal. Lab. Code § 204.

54. Plaintiff seeks 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 those sections, including but not limited to penalties under Cal. Lab. Code § 210. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ §§ 1194, 1197, 1197.1, and

IWC Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a), for Defendant's failure to pay straight time wages.

55. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 26, 2026, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendant 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).

56. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendant's continuing violations of California's labor laws, including failing to compensate Aggrieved Employees for unrecorded work during meal periods.

57. 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.

58. Wherefore, Plaintiff requests relief as hereinafter provided.

THIRD CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699

Failure to Provide Rest Periods or Premiums

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

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

60. Cal. Lab. Code § 2699(a) provides:

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

61. 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.

62. 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."

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

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

65. Despite these requirements, Defendant knowingly and willfully refuses to perform their obligation to provide or make available to Plaintiff and Aggrieved Employees the ability to take rest periods to which they are entitled.

66. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

(a) pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for failure to provide compliant rest periods pursuant to Cal. Lab. Code §§ 226.7, 1198, and the applicable Wage Order;

(b) pursuant to Cal. Lab. Code § 2699(a) and § 210 for Plaintiff and Aggrieved Employees for failure to provide timely rest period premiums during employment pursuant to Cal. Lab. Code § 204.

67. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 26, 2026, Plaintiff provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendant 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).

68. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendant's continuing violations of California's labor laws, including failing to provide Aggrieved Employees rest periods and rest period premiums.

69. Defendant is 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.

70. Wherefore, Plaintiff requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699

Failure to Provide True and Accurate Itemized Wage Statements

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

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

72. Cal. Lab. Code § 2699(a) provides:

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

73. 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.

74. Cal. Lab. Code § 226(a) provides:

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

75. Cal. Lab. Code § 226.3 provides:

> Any employer who violates subdivision (a) of Section 226 shall be subject to a civil 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.

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

77. 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…

78. 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).

79. 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….

80. Defendant does not provide timely, accurate, itemized wage statements to Plaintiff and Aggrieved Employees. The wage statements Defendant provides Plaintifff and Aggrieved Employees, for instance, does not accurately reflect accurate total hours worked, total gross wages earned, and total net wages earned, as the wage statements omit time worked during meal periods, and the premium wages earned for noncompliant meal and rest periods.

81. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

(a) pursuant to Cal. Lab. Code § 2699(a) and § 226.3 for Plaintiff and Aggrieved Employees for failure to provide compliant meal periods pursuant to Cal. Lab. Code § 226(a).

(b) pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for failure to provide compliant meal periods pursuant to Cal. Lab. Code §§ 226, 226(a), 1174(d), and the applicable Wage Order;

(c) pursuant to Cal. Lab. Code § 2699(a) and § 1174.5 for Plaintiff and Aggrieved Employees for failure to provide compliant meal periods pursuant to Cal. Lab. Code §§ 1174(d).

82. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 26, 2026, Plaintiff provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendant 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).

83. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendant's continuing violations of California's labor laws, including failing to provide Aggrieved Employees accurate wage statements .

84. Defendant is 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

Waiting Time Penalties

(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(a) provides:

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

88. 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.

89. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

90. Cal. Lab. Code § 256 provides: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days' pay as waiting time under the terms of Section 203."

91. Plaintiff seeks penalties under the PAGA including under the following provisions (directly and in the alternative):

(a) pursuant to Cal. Lab. Code § 2699(a) and § 256 for Plaintiff and Aggrieved Employees for failure to provide all earned wages at separation from the company, pursuant to Cal. Lab. Code §§ 201 and 202;

(b) pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for failure to provide all earned wages at separation from the company, pursuant to Cal. Lab. Code §§ 201 and 202.

92. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 26, 2026, Plaintiff provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed Defendant 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).

93. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees. Plaintiff also seeks injunctive relief on behalf of the State, other Aggrieved Employees to prohibit Defendant's continuing violations of California's labor laws, including failing to provide Aggrieved Employees all earned wages at the time of separation from the company.

94. Defendant is 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.

95. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

a. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab. Code as alleged herein;

b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;

c. For injunctive relief, prohibiting Defendant from continuing its policies and practices determined to be violations of the Cal. Lab. Code;

d. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;

e. For all costs of suit; and

f. For such other and further relief as this Court deems just and proper.

Dated: September 25, 2026

Respectfully Submitted,



Carolyn H. Cottrell
Esther Bylsma
Helen You
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Attorneys for Plaintiff