

David Keledjian, Esq. (SBN 309135)
Norayr Zakaryan, Esq. (SBN 356913)
D.LAW, INC.
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Tel.: (818) 962-6465 / Fax: (818) 962-6469
Emails: D.Keledjian@d.law, N.Zakaryan@d.law
Attorneys for Plaintiff TAMIA MURRY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

TAMIA MURRY, on behalf of herself and all
others similarly situated, and the general
public,

Plaintiff,

v.

TOWN AND COUNTRY MANOR OF THE
CHRISTIAN AND MISSIONARY
ALLIANCE, a California nonprofit
corporation; TOWN AND COUNTRY
MANOR, an entity of unknown form; TOWN
AND COUNTRY SENIOR LIVING, an entity
of unknown form; GRACE GARDENS AT
TOWN & COUNTRY MANOR, an entity of
unknown form; GRACE GARDENS LLC, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 30-2026-01582234-CU-OE-CXC

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198
2. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
3. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff TAMIA MURRY (“Plaintiff”), on behalf of herself, all others similarly situated, and
2 the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants TOWN AND COUNTRY
5 MANOR OF THE CHRISTIAN AND MISSIONARY ALLIANCE, a California nonprofit
6 corporation; TOWN AND COUNTRY MANOR, an entity of unknown form; TOWN AND
7 COUNTRY SENIOR LIVING, an entity of unknown form; GRACE GARDENS AT TOWN &
8 COUNTRY MANOR, an entity of unknown form; and DOES 1 through 50, inclusive, (collectively
9 referred to as “Defendants”) for alleged violations of the California Labor Code and California
10 Business and Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 11 a. failed to pay them overtime wages at the correct rate;
- 12 b. failed to pay them double time wages at the correct rate;
- 13 c. failed to pay them overtime and/or double time wages;
- 14 d. failed to provide them with meal periods;
- 15 e. failed to provide them with rest periods;
- 16 f. failed to pay them premium wages for missed meal and rest periods;
- 17 g. failed to reimburse them with necessary business expenditures;
- 18 h. failed to provide them with accurate written wage statements;
- 19 i. failed to pay them all their final wages following separation of employment.

20 Based on these alleged Labor Code violations, Plaintiff now brings this class and
21 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
22 restitution, and related relief on behalf of herself, the State of California, all others similarly situated,
23 and the general public.

24 **JURISDICTION AND VENUE**

25 2. This Court has subject matter jurisdiction to hear this case because the monetary
26 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
27 jurisdiction of the Superior Court of the State of California.

28 3. Venue is proper in the County of Orange pursuant to Code of Civil Procedure sections

1 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are
2 the subject matter of this Complaint occurred therein and/or each defendant is found, maintains
3 offices, transacts business and/or has an agent therein.

4 4. Venue is proper in Orange County because Defendants' have at all times alleged
5 herein, conducted business in Orange County, and throughout California. As such, venue is proper
6 in any county in California.

7 **PARTIES**

8 5. Plaintiff TAMIA MURRY is, and at all relevant times mentioned herein, an individual
9 residing in the State of California.

10 6. Plaintiff is informed and believes, and thereupon alleges that Defendant TOWN AND
11 COUNTRY MANOR OF THE CHRISTIAN AND MISSIONARY ALLIANCE is, and at all relevant
12 times mentioned herein, a California nonprofit corporation doing business in the State of California.

13 7. Plaintiff is informed and believes, and thereupon alleges that Defendant TOWN AND
14 COUNTRY MANOR is, and at all relevant times mentioned herein, an entity of unknown form doing
15 business in the State of California.

16 8. Plaintiff is informed and believes, and thereupon alleges that Defendant TOWN AND
17 COUNTRY SENIOR LIVING is, and at all relevant times mentioned herein, an entity of unknown
18 form doing business in the State of California.

19 9. Plaintiff is informed and believes, and thereupon alleges that Defendant GRACE
20 GARDENS AT TOWN & COUNTRY MANOR is, and at all relevant times mentioned herein, an
21 entity of unknown form doing business in the State of California.

22 10. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
23 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
24 will amend this Complaint to allege the true names and capacities of the DOE defendants when
25 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
26 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
27 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
28 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE

1 defendants when ascertained.

2 11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
3 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
4 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
5 or all of the other defendants, and in doing the things alleged herein, were acting within the course
6 and scope of such relationship and with the full knowledge, consent, and ratification by such other
7 defendants.

8 12. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
9 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
10 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
11 and omissions alleged herein.

12 13. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all
13 respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a
14 joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
15 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
16 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
17 control over the wages, hours or working conditions of Employees, or suffered or permitted
18 Employees to work, or engaged, thereby creating a common law employment relationship, with
19 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

20 14. This action has been brought and may be maintained as a class action pursuant to Code
21 of Civil Procedure section 382 because there is a well-defined community of interest among the
22 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
23 unaware of any difficulties likely to be encountered in managing this case as a class action.

24 15. **Relevant Time Period:** The relevant time period is defined as the time period
25 beginning four years prior to the filing of this action until judgment is entered.

- 26 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
27 separately, and/or any staffing agencies and/or any other third parties in hourly or
28 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).

- 1 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
2 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 3 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
4 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 5
- 6 d. **Expense Reimbursement Class:** All persons employed by Defendants in
California who incurred business expenses during the **Relevant Time Period**.
- 7 e. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
8 separated from their employment with Defendants during the period beginning
three years before the filing of this action and ending when final judgment is
9 entered.
- 10 f. **Wage Statement Class:** All persons employed by Defendants in California during
the period beginning one year before the filing of this action and ending when final
11 judgment is entered.
- 12 g. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
13 members employed by Defendants in California during the four years prior to the
filing of this action and ending on the date that final judgment is entered in this
action.

14 16. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
15 to amend or modify the class definitions with greater specificity, by further division into sub-classes
16 and/or by limitation to particular issues.

17 17. **Numerosity:** The class members are so numerous that the individual joinder of each
18 individual class member is impractical. While Plaintiff does not currently know the exact number of
19 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
20 exceeds the minimum required for numerosity under California law.

21 18. **Commonality and Predominance:** Common questions of law and fact exist as to all
22 class members and predominate over any questions which affect only individual class members.
23 These common questions include, but are not limited to:

- 24 a. Whether Defendants failed to pay minimum and/or overtime wages to class
25 members for all time worked;
- 26 b. Whether Defendants maintained a policy or practice of failing to provide
27 employees with their meal periods;
- 28 c. Whether Defendants maintained a policy or practice of failing to provide

employees with their rest periods;

- d. Whether Defendants failed to pay premium wages to class members when they have not been provided with meal and rest periods at the appropriate rates of pay;
- e. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- f. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;
- g. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- h. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments; and
- i. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203.

19. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

20. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

21. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

22. **Superiority:** A class action is vastly superior to other available means for fair and

1 efficient adjudication of the class members' claims and would be beneficial to the parties and the
2 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
3 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
4 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
5 due to many individual class members are likely to be relatively small and would thus make it
6 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
7 class action will serve an important public interest by permitting class members to effectively pursue
8 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
9 or contradictory judgments inherent in individual litigation.

10 **GENERAL ALLEGATIONS**

11 23. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
12 statutory periods.

13 24. Defendants had a common policy and practice of systemically failing to pay Plaintiff
14 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay. First,
15 Defendants implemented an unlawful time-rounding policy and practice which rounded down and
16 reduced the actual working hours recorded by Plaintiff and Class Members, and upon which their pay
17 was based, and generally did so to the detriment of the Plaintiff and Class Members, and these
18 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
19 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
20 Plaintiff and Class members only for the hours they were scheduled to work, rather than the hours
21 they were actually under Defendants' control. Plaintiff contends this policy is not neutral and results,
22 over time, to the detriment of the Plaintiff and Class members by systematically undercompensating
23 them.

24 25. Next, Plaintiff and Class Members were also consistently required to perform work,
25 off-the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were
26 systemically required to wait in line for the time clock system to become available to clock in. The
27 forgoing and uncompensated working time was under the direction and control of Defendants, for
28 which no wages were paid.

1 26. This uncompensated time caused Plaintiff and Class Members to work in excess of
2 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
3 and Class Members to minimum and overtime wages, which they were systemically denied.

4 27. Defendants had a common policy and practice of systemically denying Plaintiff and
5 Class Members the opportunity to take meal periods in compliance with the California Law.
6 Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members were denied the
7 opportunity to take timely meal periods prior to the completion of their fifth hour of work.
8 Furthermore, Plaintiff and Class Members were not relieved of all work duties during unpaid meal
9 periods and were required to keep working during meal breaks. Finally, the uncompensated pre-shift
10 duties, discussed herein, delayed Plaintiff and Class Members' meal periods to commence after the
11 completion of their fifth and tenth hours of work.

12 28. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
13 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
14 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
15 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
16 Defendants' practice of requiring putative class members to continue working through their meal and
17 rest periods due to the excessive workload.

18 29. Defendants had a common policy and practice of systemically denying Plaintiff and
19 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
20 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
21 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
22 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
23 no formal compliant written rest period policy that encouraged employees to take their rest periods,
24 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
25 and practice of requiring putative class members to continue working through their rest breaks due to
26 the excessive workload.

27 30. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
28 wages at their appropriate regular rates of pay for each meal and rest period denied.

1 31. Plaintiff and Class Members were not reimbursed for business expenses incurred in
2 executing their duties under Defendant's employ. Specifically, Plaintiff and Class Members were
3 required to use their personal cellphones to communicate with their supervisors, and Plaintiff and
4 Class Member purchased their own masks in cases when Defendants ran out of them, all necessary
5 to perform, their duties under Defendants' employ. Plaintiff and Class members were not reimbursed
6 for these necessary work-related expenses.

7 32. Plaintiff and Class Members were not provided with accurate wage statements as
8 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
9 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
10 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
11 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
12 or other indelible form."

13 33. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
14 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

15 34. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
16 by the employee" were not accurately reflected in that: all hours worked, including overtime, were
17 not included.

18 35. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned"
19 were not accurately reflected in that: all hours worked, including overtime, were not included.

20 36. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
21 issues to Plaintiff and Class Members failed to state "the name and address of the legal entity that is
22 the employer."

23 37. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
24 hourly rates in effect during the pay period and the corresponding number of hours worked at each
25 hourly rate by the employee" were not accurately reflected in that: all hours worked, including
26 overtime, were not included.

27 38. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
28 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.

1 Plaintiff's and Class Members' wage statement were only provided in electronic format in violation
2 of Labor Code § 226.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM HOURLY AND OVERTIME WAGES**

5 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

6 **(Plaintiff and Hourly Employee Class)**

7 39. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
8 herein.

9 40. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
10 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
11 applicable Wage Order.

12 41. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
13 which an employee is subject to the control of the employer, and includes all the time the employee
14 is suffered or permitted to work, whether or not required to do so."

15 42. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
16 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
17 that an employer has actual or constructive knowledge that employees are working.

18 43. Labor Code section 1194 invalidates any agreement between an employer and an
19 employee to work for less than the minimum or overtime wage required under the applicable Wage
20 Order.

21 44. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
22 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
23 to the underlying unpaid minimum wages and interest thereon.

24 45. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
25 than the minimum wage required under the applicable Wage Order for all hours worked during a
26 payroll period.

27 46. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
28 person acting either individually or as an officer, agent or employee of another person, to pay an

1 employee, or cause an employee to be paid, less than the applicable minimum wage.

2 47. Labor Code section 1198 makes it unlawful for employers to employ employees under
3 conditions that violate the applicable Wage Order.

4 48. Labor Code section 204 requires employers to pay non-exempt employees their earned
5 wages for the normal work period at least twice during each calendar month on days the employer
6 designates in advance and to pay non-exempt employees their earned wages for labor performed in
7 excess of the normal work period by no later than the next regular payday.

8 49. Labor Code section 223 makes it unlawful for employers to pay their employees lower
9 wages than required by contract or statute while purporting to pay them legal wages.

10 50. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
11 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
12 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
13 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
14 worked on the seventh consecutive day of one workweek.

15 51. Labor Code section 510 and Section 3 of the applicable Wage Order also require
16 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
17 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
18 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

19 52. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
20 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
21 working conditions and compensation arrangements.

22 53. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
23 **Employee Class** members for all time worked, including but not limited to, overtime hours at
24 statutory and/or agreed rates.

25 54. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
26 overtime for all hours worked, at the proper rates of pay. First, Defendants implemented an unlawful
27 time-rounding policy and practice which rounded down and reduced the actual working hours
28 recorded by Plaintiff and **Hourly Employee Class** members, and upon which their pay was based,

1 and generally did so to the detriment of the Plaintiff and **Hourly Employee Class** members, and these
2 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
3 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
4 Plaintiff and **Hourly Employee Class** members only for the hours they were scheduled to work,
5 rather than the hours they were actually under Defendants' control. Plaintiff contends this policy is
6 not neutral and results, over time, to the detriment of the Plaintiff and **Hourly Employee Class**
7 members by systematically undercompensating them.

8 55. Next, Plaintiff and **Hourly Employee Class** members were also consistently required
9 to perform work, off-the-clock, for which they were not paid wages. Specifically, Plaintiff and
10 **Hourly Employee Class** members were systemically required to wait in line for the time clock system
11 to become available to clock in. The forgoing and uncompensated working time was under the
12 direction and control of Defendants, for which no wages were paid.

13 56. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
14 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
15 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
16 they were systemically denied.

17 57. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
18 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
19 full amount of wages earned during each pay period during the applicable limitations period,
20 including overtime wages.

21 58. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
22 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
23 overtime wages, interest thereon and costs of suit.

24 59. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
25 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
26 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

5
6
7
8
9
10
11
12
13
14
15
16
17
18

9
10
11
12
13
14
15
16
17
18

1
2
3
4
5
6
7
8

23
24
25
26
27
28

24
25
26
27
28

1 agreement between the parties an on-the-job paid meal period is agreed
2 to. The written agreement shall state that the employee may, in writing,
3 revoke the agreement at any time.

4 67. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
5 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
6 members were not subject to valid on-duty meal period agreements with Defendants.

7 68. Plaintiff alleges that, at all relevant times during the applicable limitations period,
8 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
9 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
10 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
11 Specifically, due to understaffing and heavy workloads, Plaintiff and **Meal Period Sub-Class**
12 members were denied the opportunity to take timely meal periods prior to the completion of their fifth
13 hour of work. Furthermore, Plaintiff and **Meal Period Sub-Class** members were not relieved of all
14 work duties during unpaid meal periods and were required to keep working during meal breaks.
15 Finally, the uncompensated pre-shift duties, discussed herein, delayed Plaintiff and **Meal Period**
16 **Sub-Class** members' meal periods to commence after the completion of their fifth and tenth hours of
17 work.

18 69. Plaintiff and **Meal Period Sub-Class** members were not provided with meal periods
19 of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
20 scheduling each meal period as part of each work shift; (2) no formal written meal policy that
21 encouraged employees to take their meal periods, or that advised **Meal Period Sub-Class** members
22 of their meal and rest period rights; and (3) Defendants' practice of requiring putative **Meal Period**
23 **Sub-Class** members to continue working through their meal and rest periods due to the excessive
24 workload.

25 70. Plaintiff alleges that, at all relevant times during the applicable limitations period,
26 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
27 **Class** members when they worked five (5) hours without clocking out for any meal period.

28 71. Plaintiff alleges that, at all relevant times during the applicable limitations period,
Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**

1 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
2 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

3 72. Moreover, Defendants written policies fail to inform Meal period Class Members of
4 their meal period rights under the Labor Code and applicable Wage Orders.

5 73. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
6 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
7 regular rates of pay when required meal periods were not provided.

8 74. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
9 herself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
10 thereon, and costs of suit.

11 75. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
12 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
13 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PROVIDE REST PERIODS**

16 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

17 **(Plaintiff and Rest Period Sub-Class)**

18 76. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
19 herein.

20 77. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
21 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
22 Code and the applicable Wage Order.

23 78. Section 12 of the applicable Wage Order imposes an affirmative obligation on
24 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
25 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
26 be in the middle of each work period insofar as practicable.

27 79. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
28 employers from requiring employees to work during required rest periods and require employers to

1 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
2 workday that the employee is not provided with the required rest period(s).

3 80. Compensation for missed rest periods constitutes wages within the meaning of Labor
4 Code section 200.

5 81. Labor Code section 1198 makes it unlawful to employ a person under conditions that
6 violate the Wage Order.

7 82. Plaintiff alleges that, at all relevant times during the applicable limitations period,
8 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
9 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
10 major fraction thereof, as required by the applicable Wage Order.

11 83. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
12 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
13 Defendants' policy of not scheduling each rest period as part of each work shift, including second
14 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
15 encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class**
16 members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest Period**
17 **Sub-Class** members to continue working through their rest breaks due to the excessive workload.

18 84. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
19 members additional premium wages when required rest periods were not provided.

20 85. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
21 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
22 costs of suit.

23 86. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
24 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**
25 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

26 ///

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code § 2802)**

4 **(Plaintiff and Reimbursement Class)**

5 87. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 88. Labor Code section 2802(a) states:

8 An employer shall indemnify his or her employee for all necessary
9 expenditures or losses incurred by the employee in direct consequence
10 of the discharge of his or her duties, or of his or her obedience to the
directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.

11 89. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
12 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff
13 and **Expense Reimbursement Class** members were required to use their personal cellphones to
14 communicate with their supervisors, and Plaintiff and **Expense Reimbursement Class** members
15 purchased their own masks in cases when Defendants ran out of them, all necessary to perform, their
16 duties under Defendants' employ, all necessary to perform, their duties under Defendants' employ.
17 Plaintiff and **Expense Reimbursement Class Members** were not reimbursed for these necessary
18 work-related expenses.

19 90. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
20 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
21 the Complaint and until the date of entry of judgment.

22 91. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks
23 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
24 costs pursuant to Code of Civil Procedure section 1021.5.

25 ///

26 ///

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

4 **(Plaintiff and the UCL Sub-Classes)**

5 92. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 93. Business and Professions Code section 17200 defines “unfair competition” to include
8 any unlawful business practice.

9 94. Business and Professions Code sections 17203-17204 allow a person who has lost
10 money or property as a result of unfair competition to bring a class action in accordance with Code
11 of Civil Procedure section 382 to recover money or property that may have been acquired from
12 similarly situated persons by means of unfair competition.

13 95. Additionally, California law requires employers to pay hourly, non-exempt employees
14 for all hours they are permitted or suffered to work, including hours that the employer knows or
15 reasonable should know that employees have worked.

16 96. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
17 THIRD, AND FOURTH causes of action herein.

18 97. Plaintiff lost money or property as a result of the aforementioned unfair competition.

19 98. Defendants have or may have acquired money by means of unfair competition.

20 99. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
21 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216,
22 225, 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
23 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
24 alleged herein.

25 100. Defendants have committed criminal conduct through their policies and practices of,
26 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
27 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
28 and reimbursement for necessary business expenditures.

1 101. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
2 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
3 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
4 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
5 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
6 similarly situated persons in a class action proceeding.

7 102. As a result of Defendants' violations of the Labor Code during the applicable
8 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
9 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

10 103. Plaintiff is informed and believes that other similarly situated persons have been
11 subject to the same unlawful policies or practices of Defendants.

12 104. Due to the unfair and unlawful business practices in violation of the Labor Code,
13 Defendants have gained a competitive advantage over other comparable companies doing business in
14 the State of California that comply with their legal obligations.

15 105. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
16 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
17 violates or is considered unlawful under any other state or federal law.

18 106. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
19 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
20 Defendants, and each of them, and their agents and employees, from further violations of the Labor
21 Code and applicable Wage Orders.

22 107. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
23 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
24 Defendants, and each of them, and their agents and employees, from further violations of the Labor
25 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
26 an order permanently enjoining Defendants, and each of them, and their respective agents and
27 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
28 Wage Orders.

108. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

109. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

110. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair business practices.

111. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

112. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

113. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her 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 his or her social security number or an employee identification number other than a

1 social security number, (8) the name and address of the legal entity that
2 is the employer and, if the employer is a farm labor contractor, as
3 defined in subdivision (b) of Section 1682, the name and address of the
4 legal entity that secured the services of the employer, and (9) all
5 applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by the
7 employee and, beginning July 1, 2013, if the employer is a temporary
8 services employer as defined in Section 201.3, the rate of pay and the
9 total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be
kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For
purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

10 114. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
11 "detachable part of the check" provision and the "accurate itemized statement in writing" provision
12 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
13 retains the right to elect to receive a written paper stub or record and that those who are provided with
14 electronic wage statements retain the ability to easily access the information and convert the electronic
15 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

16 115. Plaintiff is informed and believes that, at all relevant times during the applicable
17 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
18 with written wage statements as described above. Additionally, the wage statements issued to class
19 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
20 described above.

21 116. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
22 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
23 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
24 provided in electronic format in violation of Labor Code § 226.

25 117. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
26 issues to Plaintiff and **Wage Statement Class** Members failed to state "the name and address of the
27 legal entity that is the employer."

28 118. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and

1 **Wage Statement Class** members with accurate written wage statements was intentional in that
2 Defendants have the ability to provide them with accurate wage statements but have intentionally
3 provided them with written wage statements that Defendants have known do not comply with Labor
4 Code section 226(a).

5 119. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
6 Defendants have violated their legal rights to receive accurate wage statements and have misled them
7 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
8 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
9 discovery and mathematical computations to determine the amount of wages owed, has caused
10 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
11 submission of inaccurate information about wages and deductions to federal and state government
12 agencies.

13 120. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
14 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
15 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
16 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
17 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

18 **SEVENTH CAUSE OF ACTION**

19 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

20 **(Lab. Code §§ 201-203)**

21 **(Plaintiff and Waiting Time Penalties Sub-Class)**

22 121. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
23 herein.

24 122. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
25 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
26 earned and unpaid before termination or resignation.

27 123. At all relevant times, pursuant to Labor Code section 201, employees who have been
28 discharged have been entitled to payment of all final wages immediately upon termination.

1 124. At all relevant times, pursuant to Labor Code section 202, employees who have
2 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
3 payment of all final wages at the time of resignation.

4 125. Plaintiff is informed and believes that, at all relevant times during the applicable
5 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
6 members all their final wages in accordance with the Labor Code.

7 126. Plaintiff is informed and believes that, at all relevant times during the applicable
8 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
9 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
10 sections 201 or 202 by failing to timely pay them all final wages.

11 127. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
12 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful
13 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
14 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
15 requirements.

16 128. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and
17 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their
18 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

19 129. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
20 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**
21 **Class** members, seeks awards of reasonable attorneys' fees and costs.

22 **EIGHTH CAUSE OF ACTION**

23 **CIVIL PENALTIES**

24 **(Lab. Code §§ 2698, et seq.)**

25 130. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

26 131. During the applicable limitations period, Defendants have violated Labor Code §§
27 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558.1, 1174, 1174.5, 1182.12, 1185,
28

1 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

2 132. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
3 and other current and former employees, to bring a representative civil action to recover civil penalties
4 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
5 maintained as a class action pursuant to Code of Civil Procedure section 382.

6 133. Plaintiff, a former employee against whom Defendants committed one or more of the
7 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
8 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
9 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
10 Defendants within the state of California from one year prior to the date of this letter and continuing
11 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
12 “Aggrieved Employees”).

13 134. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
14 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
15 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
16 investigate.

17 135. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
18 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 213, 223, 226.7, 226(a),
19 226.8, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 20 i. For violations of Labor Code §§ 201, 202, 203, 213, 212, 226.7, 1174, 1194,
21 1198 and 2802, one hundred dollars (\$100) for each employee per pay period
22 for each initial violation and two hundred dollars (\$200) for each employee per
23 pay period for each subsequent violation (penalties set by Labor Code §
24 2699(f)(2));

26 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

- 1 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
2 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 3 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
4 employee for each initial violation that was neither willful nor intentional, two
5 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
6 withheld from each employee, for each initial violation that was either willful
7 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
8 five percent (25%) of the amount unlawfully withheld from each employee,
9 for each subsequent violation, regardless of whether the subsequent violation
10 was either willful or intentional (penalties set by Labor Code § 210);
- 11 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
12 employee for each initial violation that was neither willful nor intentional, two
13 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
14 the amount unlawfully withheld from each employee, for each initial violation
15 that was either willful or intentional, and two hundred dollars (\$200) for each
16 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
17 from each employee, for each subsequent violation, regardless of whether the
18 subsequent violation was either willful or intentional (penalties set by Labor
19 Code § 225.5);
- 20 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
21 citation, two hundred and fifty dollars (\$250) for each employee for each
22 violation. Alternatively, if an initial citation or its equivalent occurred before
23 the filing of this action, one thousand dollars (\$1,000) for each employee for
24 each violation (penalties set by Labor Code § 226.3);
- 25 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
26 employee for each initial pay period for which the employee was underpaid,
27 and one hundred dollars (\$100) for each employee for each subsequent pay
28 period for which the employee was underpaid (penalties set by Labor Code §

558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general
3 public, prays for relief and judgment against Defendants as follows:

- 4 a. An order that the action be certified as a class action;
5 b. An order that Plaintiff be appointed class representative;
6 c. An order that counsel for Plaintiff be appointed class counsel;
7 d. Unpaid wages and overtime;
8 e. Actual damages;
9 f. Liquidated damages;
10 g. Unreimbursed expenses;
11 h. Restitution;
12 i. Declaratory relief;
13 j. Pre-judgment interest;
14 k. Statutory penalties;
15 l. Civil penalties;
16 m. Costs of suit;
17 n. Reasonable attorneys' fees; and
18 o. Such other relief as the Court deems just and proper.

19
20 Dated: August 31, 2026

D.LAW, INC.

21
22 

23 _____
24 David Keledjian
25 Norayr Zakaryan
26 Attorneys for Plaintiff
27 TAMIA MURRY, and the putative class
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: August 31, 2026

D.LAW, INC.



David Keledjian
Norayr Zakaryan
Attorneys for Plaintiff
TAMIA MURRY, and the putative class

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

2

3
4

5

6

7

8

9
0
1
2
3

4

5

1

7

2

9

21

2

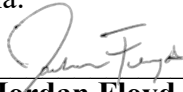
25
26

27
28

1 last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am
2 aware that on motion of any party served, service is presumed invalid if the postal cancellation
3 date or postage meter date is more than one (1) day after the date of deposit for mailing stated
4 herein.

5 I declare under penalty of perjury under the laws of the United States of America and the State of
6 California that the foregoing is true and correct.

7 Executed on **August 31, 2026**, at Pasadena, California.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


Jordan Floyd