

June 19, 2026

Filed via the LWDA's PAGA Claim Notice Online Form

Copies Sent via Certified U.S. Mail to:

Human Resources
Home Care Placement LLC
5090 Shoreham Pl. Ste 114
San Diego, CA 92122

Home Care Placement LLC
c/o United State Corporation Agents, Inc.
500 N Brand Blvd Ste 890
Glendale, CA 91203

Re: *Catherine Smith, et al. v. Home Care Placement LLC*
Notice of Intent to File Suit Pursuant to California Labor Code
Section 2699

To Whom It May Concern:

This office represents Catherine Smith and Marisela Whelpley (collectively "Plaintiffs") and a group of the putative class members in a forthcoming lawsuit against Home Care Placement LLC ("Defendant"). The action, entitled *Catherine Smith, et al. v. Home Care Placement LLC*, is to be filed in the Superior Court of the State of California for the County of San Diego (the "Action"). A copy of the complaint as currently drafted, and as is intended to be filed in the Action, is enclosed as **Exhibit A**. This letter incorporates by reference the facts, law, and allegations of Exhibit A.

This letter serves as notice pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), codified at California Labor Code sections 2698 through 2699.6, that we intend to include representative claims in the Action for civil penalties under PAGA on behalf of a group of aggrieved employees. For the purposes of this letter, "Aggrieved Employees" is defined as: *All individuals who are or were employed by Defendant(s) as non-exempt employees in California, from one year prior to the mailing of this notice through the date of trial.*

As set forth in more detail in Exhibit A, Defendant violated its obligations to Plaintiffs and the Aggrieved Employees under California law by: failing to pay minimum wages for all hours worked, failing to pay all overtime wages earned, failing to provide lawful rest periods and pay missed rest period premiums, failing to provide lawful meal periods and pay missed meal period premiums, failing to maintain accurate records, failing to provide accurate and complete wage statements, failing to pay all wages in full and on time during employment, and failing to pay all wages due upon termination.

Notice of Intent to File PAGA Action

June 19, 2026

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Because of these systemic violations, Defendant violated: Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and California Industrial Welfare Commission Wage Orders Wage Orders 4-2001 and/or 5-2001, and others that may be applicable. (Cal. Code of Regs., tit. 8, §§ 11040, 11050.) The enclosed Complaint further details: **(1)** the alleged violations; **(2)** the facts and theories supporting these violations; **(3)** the people and entities, dates, classifications, violations, events, and actions at issue; and **(4)** the illegal practices instituted by Defendant.

Together with this correspondence, the enclosed complaint provides notice that we intend to proceed with a claim for civil penalties in the Action pursuant to PAGA. (See Lab. Code, §§ 2698–2699.6.) We intend to fully prosecute the representative claims alleged in the complaint, including by obtaining civil penalties under PAGA.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Laura M. Supanich", written in dark ink.

LAURA SUPANICH

Enclosure

EXHIBIT A

(Anticipated Class Action Complaint in
*Catherine Smith, et al. v. Home Care Placement
LLC*)

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Attorneys for Plaintiffs and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CATHERINE SMITH and MARISELA
WHELPLEY, individuals on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

HOME CARE PLACEMENT LLC, a California
limited liability company; and DOES 1 TO 50,

Defendants.

Case Number: _____

Class Action Complaint For:

1. Failure to Pay All Minimum Wages,
2. Failure to Pay All Overtime Wages,
3. Failure to Provide Rest Periods and Pay Missed Rest Period Premiums,
4. Failure to Provide Meal Periods and Pay Missed Meal Period Premiums,
5. Failure to Maintain Accurate Employment Records,
6. Failure to Pay Wages Timely during Employment,
7. Failure to Pay All Wages Earned and Unpaid at Separation,
8. Failure to Furnish Accurate Itemized Wage Statements, and
9. Violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

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Demand for Jury Trial

1 Plaintiffs Catherine Smith and Marisela Whelpley (collectively “Plaintiffs”), on behalf of
2 themselves and all other similarly situated employees within the State of California, complain and
3 allege of defendants Home Care Placement LLC and Does 1 to 50 (collectively, “Defendants”), and
4 each of them, as follows:

5 **I. INTRODUCTION**

6 1. This is a class action complaint brought pursuant to California Code of Civil
7 Procedure section 382.

8 2. The “Class Period” as used herein, is defined as the period from four years prior to the
9 filing of this action and continuing into the present and ongoing. Defendants’ violations of
10 California’s laws as described more fully below have been ongoing throughout the Class Period and
11 are still ongoing.

12 3. Plaintiffs bring this class action on behalf of themselves and the following class: *All*
13 *individuals who are or were employed by Defendants as non-exempt employees in California during*
14 *the Class Period* (the “Class Members”). (Code Civ. Proc., § 382.)

15 4. Plaintiffs bring this action on behalf of themselves and the Class Members, as a class
16 action, against Defendants for:

- 17 A. Failure to pay all minimum wages,
 - 18 B. Failure to pay all overtime wages,
 - 19 C. Failure to provide rest periods and pay missed rest period premiums,
 - 20 D. Failure to provide meal periods and pay missed meal period premiums,
 - 21 E. Failure to maintain accurate employment records,
 - 22 F. Failure to pay wages timely during employment,
 - 23 G. Failure to pay all wages earned and unpaid at separation,
 - 24 H. Failure to furnish accurate itemized wage statements, and
 - 25 I. Violations of California’s Unfair Competition Law (“UCL”) (Bus. & Prof.
26 Code, §§ 17200–17210).
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1 5. Plaintiffs are informed and believe and thereon allege that the California Industrial
2 Welfare Commission (“IWC”) Wage Orders applicable to the facts of this case are IWC Wage Orders
3 4-2001 and/or 5-2001 (the “Applicable Wage Orders”) and possibly others that may be applicable.
4 (Cal. Code of Regs., tit. 8, §§ 11040, 11050.) Plaintiffs reserve the right to amend or modify the
5 definition of “Applicable Wage Orders” with greater specificity or add additional IWC Wage Orders
6 if additional applicable wage orders are discovered in litigation.

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8 **II. JURISDICTION & VENUE**

9 6. This Court has subject matter jurisdiction over all causes of action asserted herein
10 pursuant to Article VI, section 10, of the California Constitution and Code of Civil Procedure section
11 410.10 because this is a civil action in which the matter in controversy, exclusive of interest, exceeds
12 \$25,000, and because each cause of action asserted arises under the laws of the State of California or
13 is subject to adjudication in the courts of the State of California.

14 7. This Court has personal jurisdiction over Defendants because Defendants have caused
15 injuries in the County of San Diego and the State of California through their acts, and by their
16 violation of the California Labor Code and California state common law. Defendants transact
17 millions of dollars of business within the State of California. Defendants own, maintain offices,
18 transact business, have an agent or agents within the County of San Diego, and/or otherwise are
19 found within the County of San Diego, and Defendants are within the jurisdiction of this Court for
20 purposes of service of process.

21 8. Venue as to Defendants is proper in this judicial district, pursuant to section 395 of the
22 Code of Civil Procedure. Defendants operate within California and do business within San Diego
23 County, California. The unlawful acts alleged herein have a direct effect on Plaintiffs and all of
24 Defendants’ employees identified above within San Diego County and surrounding counties where
25 Defendants may remotely operate.

26 9. This matter is not appropriate for removal under the Class Action Fairness Act (28
27 U.S.C. § 1332) as the amount in controversy for Plaintiffs’ and the Class Members’ claims, in
28 aggregate, is less than \$5 million. Additionally, all the allegations herein occurred in the State of

1 California. As such, even if the amount in controversy did exceed \$5 million this matter would still
2 not be appropriate for removal under the “local controversy” exception to the Class Action Fairness
3 Act. (28 U.S.C. § 1332, subd. (d)(4)(A).)

4 **III. THE PARTIES**

5
6 **A. PLAINTIFF**

7 10. At all relevant times, Plaintiffs, who are over the age of 18, were and currently are
8 citizens of California residing in the State of California. Defendants employed Plaintiffs as non-
9 exempt hourly employees in the County of San Diego.

10 11. Plaintiffs bring this action on behalf of themselves and the following class pursuant to
11 section 382 of the Code of Civil Procedure as follows: *All individuals who are or were employed by*
12 *Defendants as non-exempt employees in California during the Class Period* (the “Class Members”).

13 12. The Class Members, at all times pertinent hereto, are or were employees of
14 Defendants during the relevant statutory period.

15 **B. DEFENDANTS**

16 13. Plaintiffs are informed and believe and thereon allege that Defendants were authorized
17 to and doing business in San Diego County and is and/or was the legal employer of Plaintiffs and the
18 other Class Members during the applicable statutory periods. Plaintiffs and the other Class Members
19 were, and are, subject to Defendants’ policies and/or practices complained of herein and have been
20 deprived of the rights guaranteed to them by: California Labor Code sections 201, 202, 203, 204, 210,
21 226, 226.3, 226.7, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and others
22 that may be applicable; California Business and Professions Code sections 17200 through 17210
23 (“UCL”); and the Applicable Wage Orders (Cal. Code of Regs., tit. 8, §§ 11040, 11050).

24 14. Plaintiffs are informed and believe, and based thereon allege, that during the Class
25 Period, Defendants did (and continue to do) business in the State of California, County of San Diego.
26 Defendants’ operations are headquartered in San Diego County.
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1 15. Plaintiffs do not know the true names or capacities, whether individual, partner, or
2 corporate, of the defendants sued herein as Does 1 to 50, inclusive, and for that reason, said
3 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
4 amend this complaint when such true names and capacities are discovered. Plaintiffs are informed,
5 and believe, and thereon allege, that each of said fictitious defendants, whether individual, partners,
6 or corporate, were responsible in some manner for the acts and omissions alleged herein, and
7 proximately caused Plaintiffs and the other Class Members to be subject to the unlawful employment
8 practices, wrongs, injuries, and damages complained of herein.

9 16. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
10 herein, Defendants were and/or are the employers of Plaintiffs and the other Class Members. At all
11 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
12 alleged to have been done by the named Defendants. Furthermore, the Defendants, and each of them,
13 were the agents, representatives, and employees of each and every one of the other Defendants, and at
14 all times herein mentioned were acting within the course and scope of said agency, representation,
15 and employment. Defendants, and each of them, approved of, condoned, or otherwise ratified every
16 one of the acts or omissions complained of herein.

17 17. Plaintiffs are further informed, and believe, and thereon allege, that at all times
18 mentioned herein, that Defendants, and each of them, are the alter egos of one another and that there
19 existed and now exists a unity of interest and ownership between them such that the individuality and
20 separateness of each of them has ceased. Plaintiffs are further informed, and believe, and thereon
21 allege, that at all times mentioned herein, that Defendants, and each of them, have been and now are
22 mere shells and naked frameworks that their principal uses for the conduct of that Defendant's own
23 business, property, and affairs, for which Defendants, and each of them, have concealed and
24 misrepresented their identities as the entities responsible for their ownership, management, and
25 financial interests.

26 18. Plaintiffs are further informed, and believe, and thereon allege, that at all times
27 mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture,
28 partnership, and common enterprise, and acting within the course and scope of and in pursuance of

1 said joint venture, partnership, and common enterprise. Further, Plaintiffs are informed, and believe,
2 and thereon allege, that all Defendants were joint employers for all purposes of Plaintiffs and the
3 other Class Members.

4 **IV. COMMON FACTS & ALLEGATIONS**

5 19. Plaintiffs and the other Class Members (collectively, the “Class Members”) are, and
6 were at all relevant times, employed by the Defendants within the State of California.

7 20. The Class Members are, and were, at all relevant times, non-exempt employees for the
8 purposes of minimum wages, overtime, rest breaks, meal periods, and the other claims alleged in this
9 complaint.

10 21. Specifically, Plaintiffs were employed by Defendants within the statutory Class
11 Period, working as hourly, non-exempt caregiver for Defendants.

12 **A. MINIMUM WAGE VIOLATIONS**

13 22. Labor Code section 1197 requires employees to be paid at least the minimum wage
14 fixed by the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor
15 Code section 1194 entitles “any employee receiving less than the legal minimum wage . . . to recover
16 in a civil action the unpaid balance of the full amount of this minimum wage.” Likewise, the
17 Applicable Wage Orders also obligate employers to pay each employee minimum wages for all hours
18 worked. (Cal. Code of Regs., tit. 8, §§ 11040, 11050.) Labor Code section 1198 makes unlawful the
19 employment of an employee under conditions that the IWC Wage Orders prohibit.

20 23. These minimum wage standards apply to each hour that employees work. Therefore,
21 an employer’s failure to pay for any particular time worked by an employee is unlawful, even if
22 averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly
23 wage above minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)

24 24. Here, Defendants failed to fully conform their pay practices to the requirements of the
25 law during the relevant statutory periods. The Class Members were not compensated for all hours
26 worked including, but not limited to, all hours they were subject to the control of Defendants and/or
27 suffered or permitted to work under the California Labor Code and the Applicable Wage Orders.
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1 Among other violations, the Class Members were subject to the control of Defendants while off-the-
2 clock and did not receive minimum wage for each hour worked.

3 25. Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that
4 an employer who has failed to pay its employees the legal minimum wage is liable to pay those
5 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
6 to the wages due and interest thereon.

7 26. When employees, such as the Class Members, are not paid for all hours worked under
8 Labor Code section 1194, they are entitled to recover minimum wages for the time which they
9 received no compensation. (See *Sillah v. Command International Security Services* (N.D. Cal. 2015)
10 154 F.Supp.3d 891 [employees suing for failure to pay overtime could recover liquidated damages
11 under Labor Code section 1194.2 if they also showed they were paid less than minimum wage].)

12 27. Labor Code section 1197.1 authorizes employees who are paid less than the minimum
13 wage fixed by an applicable state or local law, or by an order of the IWC, a civil penalty, among
14 other damages, as follows:

15 (1) “For any initial violation that is intentionally committed, one hundred
16 dollars (\$100) for each underpaid employee for each pay period for
17 which the employee is underpaid.”

18 (2) “For each subsequent violation for the same specific offense, two
19 hundred fifty dollars (\$250) for each underpaid employee for each pay
20 period for which the employee is underpaid regardless of whether the
21 initial violation is intentionally committed.” (Lab. Code, § 1197.1,
22 subd. (a).)

23 28. As set forth above, Defendants failed to fully compensate the Class Members for all
24 minimum wages. Accordingly, the Class Members are entitled to recover liquidated damages
25 pursuant to Labor Code sections 1194.2 and 1197.1.

26 29. Based upon these same factual allegations, the Class Members are likewise entitled to
27 penalties under Labor Code section 1199.
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1 **B. OVERTIME VIOLATIONS**

2 30. Labor Code section 510 requires employers to compensate employees who work more
3 than eight hours in one workday, forty hours in a workweek, and for the first eight hours worked on
4 the seventh consecutive day no less than one and one-half times the regular rate of pay for an
5 employee. (Lab. Code, § 510, subd. (a).) Further, Labor Code section 510 obligates employers to
6 compensate employees at no less than twice the regular rate of pay when an employee works more
7 than twelve hours in a day or more than eight hours on the seventh consecutive day of work. (Lab.
8 Code, § 510, subd. (a).) These rules are also reflected in the Applicable Wage Orders.

9 31. In accordance with Labor Code section 1194 and the Applicable Wage Orders, the
10 Class Members could not then agree and cannot now agree to work for a lesser wage than the amount
11 provided by Labor Code sections 510 or the Applicable Wage Orders.

12 32. Here, Defendants violated their duty to accurately and completely compensate the
13 Class Members for all overtime worked. The Class Members periodically worked hours that entitled
14 them to overtime compensation under the law but were not fully compensated for those hours.

15 33. These actions were and are in clear violation of California’s overtime laws as set forth
16 in Labor Code sections 510, 1194, 1199, and the Applicable Wage Orders. (Cal. Code of Regs., tit. 8,
17 §§ 11040, 11050.) As a result of Defendants’ faulty policies and practices, the Class Members were
18 not compensated for all hours worked or paid accurate overtime compensation.

19 **C. REST BREAK VIOLATIONS**

20 34. Pursuant to Labor Code section 226.7 and the Applicable Wage Orders, Defendants
21 were and are required to provide the Class Members with compensated, duty-free rest periods of not
22 less than ten minutes for every major fraction of four hours worked. Under the Applicable Wage
23 Orders, an employer must authorize and permit all employees to take ten minute duty free rest
24 periods for every major fraction of four hours worked. (Cal. Code of Regs., tit. 8, §§ 11040, 11050.)

25 35. Likewise, Labor Code section 226.7 provides that “[a]n employer shall not require an
26 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
27 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission” (Lab.
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1 Code, § 226.7, subd. (b).) Labor Code section 226.7 also provides that employers must pay their
2 employees one additional hour of pay at the employee’s regular rate for each workday that a “meal or
3 rest or recovery period is not provided.” (Lab. Code, § 226.7, subd. (c).) The “regular rate” for these
4 purposes must factor in all nondiscretionary payments for work performed by the employee,
5 including non-discretionary bonuses, commissions, and other forms of wage payments exceeding the
6 employees’ base hourly rate. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.)
7 Thus, the Wage Orders set when and for how long the rest period must take place and the Labor Code
8 establishes that violations of the IWC Wage Orders are unlawful and sets forth the premium pay
9 employer must pay their employees when employers fail to provide rest periods.

10 36. The California Supreme Court has held that, during required rest periods, “employers
11 must relieve their employees of all duties and relinquish any control over how employees spend their
12 break time.” (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 260.) Relinquishing
13 control over employees during rest periods requires that employees be “free to leave the employer’s
14 premises” and be “permitted to attend to personal business.” (*Id.* at p. 275.) The *Brinker* Court
15 explained in the context of rest breaks that employer liability attaches from adopting an unlawful
16 policy:

17 “An employer is required to authorize and permit the amount of rest break time
18 called for under the wage order for its industry. If it does not—if, for example,
19 it adopts a uniform policy authorizing and permitting only one rest break for
20 employees working a seven-hour shift when two are required—it has violated
21 the wage order and is liable.” (*Brinker Rest. Corp. v. Superior Court* (2012) 53
22 Cal.4th 1004, 1033.)

23 37. Here, Defendants periodically did not permit the Class Members to take compliant
24 duty-free rest breaks, free from Defendants’ control as required by Labor Code section 226.7, the
25 Applicable Wage Orders, and applicable precedent. (See *Augustus v. ABM Security Services, Inc.*
26 (2016) 2 Cal.5th 257, 269 [concluding that “during rest periods employers must relieve employees of
27 all duties and relinquish control over how employees spend their time.”].) At all relevant times, the
28 Class Members were periodically not provided with legally-compliant and timely rest periods of at

1 least ten minutes for each four hour work period, or major fraction thereof due to Defendants’
2 unlawful rest period policies/practices. The Class Members were often expected and required to
3 continue working through rest periods to meet the expectations of Defendants and finish the workday.
4 In some cases when the Class Members worked more than ten hours in a shift, Defendants failed to
5 authorize and/or permit a third mandated rest period. As a result, the Class Members were
6 periodically unable to take compliant rest periods.

7 38. In such cases where Defendants did not offer the Class Members the opportunity to
8 receive a compliant off-duty rest period, “the court may not conclude employees voluntarily chose to
9 skip those breaks.” (*Alberts v. Aurora Behavioral Health Care* (2015) 241 Cal.App.4th 388, 410 [“If
10 an employer fails to provide legally compliant meal or rest breaks, the court may not conclude
11 employees voluntarily chose to skip those breaks.”]; *Brinker Rest. Corp. v. Superior Court, supra*, 53
12 Cal.4th at p. 1033 [“No issue of waiver ever arises for a rest break that was required by law but never
13 authorized; if a break is not authorized, an employee has no opportunity to decline to take it.”].)

14 39. In addition to failing to authorize and permit compliant rest periods, the Class
15 Members were not compensated with one hour’s worth of pay at their regular rate of compensation
16 when they were not provided with a compliant rest period in accordance with Labor Code section
17 226.7, subdivision (c). Thus, Defendants have violated Labor Code section 226.7 and the Applicable
18 Wage Orders.

19 40. Based on the foregoing, Plaintiffs seek to recover, on behalf of themselves and other
20 non-exempt employees, rest period premiums and penalties.

21 **D. MEAL BREAK VIOLATIONS**

22 41. Labor Code section 512 and the Applicable Wage Orders require employers to provide
23 employees with a thirty-minute uninterrupted and duty-free meal period within the first five hours of
24 work. (Lab. Code, § 512, subd. (a) [“An employer shall not employ an employee for a work period of
25 more than five hours per day without providing the employee with a meal period of not less than 30
26 minutes”]; Cal. Code of Regs., tit. 8, §§ 11040, 11050 [“No employer shall employ any person
27 for a work period of more than five (5) hours without a meal period of not less than 30
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1 minutes”].) Additionally, an employee who works more than ten hours per day is entitled to
2 receive a second thirty-minute uninterrupted and duty-free meal period. (Lab. Code, § 512, subd. (a)
3 [“An employer shall not employ an employee for a work period of more than 10 hours per day
4 without providing the employee with a second meal period of not less than 30 minutes”].)

5 42. “An on-duty meal period is permitted only when the nature of the work prevents an
6 employee from being relieved of all duty and the parties agree in writing to an on-duty paid meal
7 break.” (*Lubin v. The Wackenhut Corp.* (2016) 5 Cal.App.5th 926, 932.) The written agreement must
8 include a provision allowing the employee to revoke it at any time. (*Ibid.*) Generally, the California
9 Department of Industrial Relations, Division of Labor Standards Enforcement (“DLSE”) and courts
10 have “found that the nature of the work exception applies: (1) where the work has some particular
11 external force that requires the employee to be on duty at all times, and (2) where the employee is the
12 sole employee of a particular employer.” (*Id.* at p. 945, internal quotation marks omitted; *Abdullah v.*
13 *U.S. Security Associates, Inc.* (9th Cir. 2013) 731 F.3d 952, 958–959.) “[I]t is the employer’s
14 obligation to determine whether the nature of the work prevents an employee from being relieved
15 before requiring an employee to take an on-duty meal period.” (*Lubin v. The Wackenhut Corp.*,
16 *supra*, 5 Cal.App.5th at p. 946.)

17 43. Here, the Class Members were never asked to sign any enforceable document agreeing
18 to an on-duty meal period. Moreover, nothing in the nature of their work involved the kind of
19 “external force” that might justify on-duty meal breaks. (*Lubin v. The Wackenhut Corp.*, *supra*, 5
20 Cal.App.5th at p. 945.) Nevertheless, Defendants periodically did not provide compliant off-duty
21 meal periods within the first five hours of work for the Class Members.

22 44. As with rest breaks, meal breaks must be duty-free. (*Brinker Restaurant Corp. v.*
23 *Superior Court* (2012) 53 Cal.4th 1004, 1035 [“The IWC’s wage orders have long made a meal
24 period’s duty-free nature its defining characteristic.”].) Relinquishing control over employees during
25 meal periods requires that employees be “free to leave the employer’s premises” and be “permitted to
26 attend to personal business.” (*Augustus v. ABM Security Services, Inc.*, *supra*, 2 Cal.5th at p. 275.)
27 Under Labor Code section 512, if an employer maintains a uniform policy that does not authorize and
28 permit the amount of meal time called for under the law (as specified in the Labor Code and/or

1 applicable IWC Wage Order), “it has violated the wage order and is liable.” (*Brinker Restaurant*
2 *Corp. v. Superior Court, supra*, 53 Cal.4th at p. 1033.)

3 45. During the applicable statutory periods here, the Class Members were periodically
4 denied legally-compliant and timely off-duty meal periods of at least thirty minutes due to
5 Defendants’ unlawful meal period policy and practices. As a result of Defendants’ uniform meal
6 period policies and practices, the Class Members were often not permitted to take compliant first
7 meal periods before the end of the fifth hour of work. The Class Members were also periodically not
8 permitted to take second meal periods for shifts in excess of ten hours. Defendants thus violated
9 Labor Code section 512 and the Applicable Wage Orders by failing to advise, authorize, or permit the
10 Class Members to receive thirty-minute, off-duty meal periods within the first five hours of their
11 shifts.

12 46. Labor Code section 226.7 provides that “[a]n employer shall not require an employee
13 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
14 applicable regulation, standard, or order of the Industrial Welfare Commission.” (Lab. Code, § 226.7,
15 subd. (b).) Labor Code section 226.7, subdivision (c), and the Applicable Wage Orders further
16 obligate employers to pay employees one additional hour of pay at the employee’s regular rate of
17 compensation for each workday that the meal period is not provided. (Lab. Code, § 226.7, subd. (c);
18 Cal. Code of Regs., tit. 8, §§ 11040, 11050 [“If an employer fails to provide an employee a meal
19 period in accordance with the applicable provisions of this order, the employer shall pay the
20 employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that
21 the meal period is not provided.”].) The “regular rate” for these purposes must factor in all
22 nondiscretionary payments for work performed by the employee, including non-discretionary
23 bonuses, commissions, and other forms of wage payments exceeding the employees’ base hourly
24 rate. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.)

25 47. Accordingly, for each day that the Class Members did not receive compliant meal
26 periods, they were and are entitled to receive meal period premiums pursuant to Labor Code section
27 226.7 and the Applicable Wage Orders. Defendants, however, failed to pay the Class Members
28 applicable meal period premiums for many workdays that the employees did not receive a compliant

1 meal period. Thus, Defendants have violated Labor Code section 226.7 and the Applicable Wage
2 Orders.

3 48. Based on the foregoing, Plaintiffs seek to recover, on behalf of themselves and other
4 non-exempt employees, meal period premiums and penalties.

5 **E. UNTIMELY WAGES DURING EMPLOYMENT**

6 49. Labor Code section 204 expressly requires employers who pay employees on a
7 weekly, biweekly, or semimonthly basis to pay all wages “not more than seven calendar days
8 following the close of the payroll period.” Labor Code section 210, subdivision (a), makes employers
9 who violate Labor Code section 204 subject to a penalty of:

10 “(1) For any initial violation, one hundred dollars (\$100) for each failure to
11 pay each employee.

12 “(2) For each subsequent violation, or any willful or intentional violation,
13 two hundred dollars (\$200) for each failure to pay each employee, plus
14 25 percent of the amount unlawfully withheld.” (Lab. Code, § 210,
15 subd. (a).)

16 50. Notably, the penalty provided by Labor Code section 210 is “[i]n addition to, and
17 entirely independent and apart from, any other penalty provided in this article” (Lab. Code, §
18 210, subd. (a).)

19 51. Due to Defendants’ failure to pay the Class Members the wages described above,
20 along with rest and meal break premiums, Defendants failed to timely pay the Class Members within
21 seven calendar days following the close of payroll in accordance with Labor Code section 204 on a
22 regular and consistent basis. (See *Parson v. Golden State FC, LLC* (N.D. Cal., May 2, 2016, No. 16-
23 CV-00405-JST) 2016 WL 1734010, at p. *3–5, 2016 U.S. Dist. LEXIS 58299 [finding that a failure
24 to pay rest period premiums can support claims under Labor Code sections 203 and 204].)

25 **F. UNTIMELY WAGES AT SEPARATION**

26 52. Labor Code section 203 provides “if an employer willfully fails to pay . . . any wages
27 of an employee who is discharged or who quits, the wages of the employee shall continue as a
28

1 penalty” for up to thirty days. (Lab. Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.)
2 As a result of Defendants’ failure to pay the Class Members for the wages described above, along
3 with rest and meal break premiums, Defendants violated and continue to violate Labor Code section
4 203.

5 53. Due to Defendants’ faulty pay policies, those Class Members whose employment with
6 Defendants concluded were not compensated for each and every hour worked at the appropriate rate.
7 Defendants have failed to pay formerly-employed Class Members whose sums were certain at the
8 time of termination within at least seventy-two hours of their resignation and have failed to pay those
9 sums for thirty days thereafter.

10 **G. WAGE STATEMENT VIOLATIONS**

11 54. Defendants also failed to provide accurate itemized wage statements in accordance
12 with Labor Code section 226, subdivisions (a)(1), (2), (5), and (9). Labor Code section 226,
13 subdivision (a), obligates employers, semi-monthly or at the time of each payment to furnish an
14 itemized wage statement in writing showing:

- 15 (1) The gross wages earned;
16 (2) The total hours worked by the employee;
17 (3) The number of piece-rate units earned and any applicable piece rate if
18 the employee is paid on a piece rate basis;
19 (4) All deductions, provided that all deductions made on written orders of
20 the employee may be aggregated and shown as one item;
21 (5) The net wages earned;
22 (6) The inclusive dates of the period for which the employee is paid;
23 (7) The name of the employee and only the last four digits of his or her
24 social security number or an employee identification number other than
25 a social security number;
26 (8) The name and address of the legal entity that is the employer; and
27
28

1 (9) All applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate by the
3 employee.

4 55. Due to Defendants' failure to pay the Class Members properly as described above, the
5 wage statements issued do not indicate the correct amount of gross wages earned, total hours worked,
6 or the net wages earned, or the applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate. Thus, Defendants have violated Labor
8 Code section 226, subdivisions (a)(1), (2), (5), and (9).

9 56. In addition to Labor Code section 226, subdivision (a), Defendants also knowingly
10 and intentionally failed to provide the Class Members with accurate itemized wage statements in
11 violation of Labor Code section 226, subdivision (e). Defendants knew that they were not providing
12 the Class Members with wage statements required by California law but nevertheless failed to correct
13 their unlawful practices and policies. (See *Garnett v. ADT LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121,
14 1134 [finding the defendant knowingly and intentionally violated Labor Code section 226 because
15 the "[d]efendant knew that it was not providing total hours worked to plaintiff or other employees
16 paid on commission" even though it believed that employees paid solely on commission or
17 commission and salary "are exempt and therefore we do not record hours on a wage statement."].)

18 **H. RECORDKEEPING VIOLATIONS**

19 57. Labor Code section 226, subdivision (a), requires employers to keep an accurate
20 record of, among other things, all hours worked by employees. Labor Code section 226.3 provides, in
21 pertinent part, as follows:

22 "Any employer who violates subdivision (a) of Section 226 shall be subject to
23 a civil penalty in the amount of two hundred fifty dollars (\$250) per employee
24 per violation in an initial citation and one thousand dollars (\$1,000) per
25 employee for each violation in a subsequent citation, for which the employer
26 fails to provide the employee a wage deduction statement or fails to keep the
27 records required in subdivision (a) of Section 226. The civil penalties provided
28

1 for in this section are in addition to any other penalty provided by law.” (Lab.
2 Code, § 226.3, emphasis added.)

3 58. Likewise, Labor Code section 1174, subdivision (d), requires every employer,
4 including Defendants, to:

5 “Keep, at a central location in the state or at the plants or establishments at
6 which employees are employed, payroll records showing the hours worked
7 daily by and the wages paid to, and the number of piece-rate units earned by
8 and any applicable piece rate paid to, employees employed at the respective
9 plants or establishments. These records shall be kept in accordance with rules
10 established for this purpose by the commission, but in any case shall be kept on
11 file for not less than three years. An employer shall not prohibit an employee
12 from maintaining a personal record of hours worked, or, if paid on a piece-rate
13 basis, piece-rate units earned.” (Lab. Code, § 1174, subd. (d), emphasis added.)

14 59. As explained in detail above, Defendants failed to provide the Class Members with
15 accurate itemized wage statements. Defendants did so, in part, because they failed to accurately track
16 hours worked by the Class Members. Defendants have thus failed to keep accurate records of the
17 “total hours worked by the employee[s]” in violation of Labor Code section 226, subdivision (a), and
18 are therefore subject to the penalties provided by Labor Code section 226.3. These penalties are “in
19 addition to any other penalty provided by law.” (Lab. Code, § 226.3.)

20 60. The failure to accurately track hours worked also resulted in a failure of Defendants to
21 keep a record of all “payroll records showing the hours worked daily by” Defendants’ employees,
22 including Plaintiffs and the other Class Members, in violation of Labor Code section 1174,
23 subdivision (d).

24 **V. CLASS ACTION ALLEGATIONS**

25 61. As mentioned above, Plaintiffs bring this action on behalf of themselves and the Class
26 Members pursuant to section 382 of the Code of Civil Procedure.
27
28

1 62. **Numerosity/Ascertainability:** The Class Members are so numerous that joinder of all
2 members would be unfeasible and not practicable. The membership of the class is unknown to
3 Plaintiffs at this time; however, it is estimated that the number of Class Members is greater than 100
4 individuals. The identity of such membership is readily ascertainable via inspection of Defendants'
5 employment records.

6 63. **Common Questions of Law and Fact Predominate/Well Defined Community of**
7 **Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated
8 non-exempt employees, which predominate over questions affecting only individual members
9 including, without limitation to:

10 A. Whether Defendants' pay policies/practices resulted in a failure to pay the
11 Class Members for all hours worked, including all minimum wages;

12 B. Whether Defendants' pay policies/practices resulted in a failure to pay the
13 Class Members for all required overtime wages at the Class Members' regular rate of pay;

14 C. Whether Defendants' rest period policies and practices afforded legally
15 compliant rest periods or compensation in lieu thereof;

16 D. Whether Defendants' meal period policies and practices afforded legally
17 compliant meal periods or compensation in lieu thereof;

18 E. Whether Defendants maintained accurate employment records;

19 F. Whether Defendants timely paid all wages during employment;

20 G. Whether Defendants timely paid all wages earned and unpaid at separation;

21 H. Whether Defendants furnished legally-compliant wage statements to the Class
22 Members pursuant to Labor Code section 226; and

23 I. Whether Defendants' violations of the Labor Code and the Applicable Wage
24 Orders amounted to a violation of California's UCL.

25 64. **Predominance of Common Questions:** Common questions of law and fact
26 predominate over questions that affect only individual Class Members. The common questions of law
27 set forth above are numerous and substantial and stem from Defendants' uniform policies and
28 practices applicable to each individual class member, such as Defendants' uniform policy and

1 practice of failing to pay for all hours worked, Defendants' uniform policies and practices which
2 failed to provide compliant rest periods, Defendants' uniform policies and practices which failed to
3 provide compliant meal periods, Defendants' failure to provide accurate itemized wage statements,
4 and others. As such, the common questions predominate over individual questions concerning each
5 individual class member's showing as to his or her eligibility for recovery or as to the amount of his
6 or her damages.

7 **65. Typicality:** The claims of Plaintiffs are typical of the claims of the Class Members
8 because Plaintiffs were employed by Defendants as non-exempt employees in California during the
9 statute(s) of limitation applicable to each cause of action pleaded in this complaint. As alleged herein,
10 Plaintiffs, like the other Class Members, were deprived of minimum, regular, and overtime wages
11 because of Defendants' unlawful timekeeping policies and practices, were deprived of rest periods
12 and premium wages in lieu thereof, were deprived of meal periods and premium wages in lieu
13 thereof, were subject to Defendants' uniform rest period policies and practices, were subject to
14 Defendants' uniform meal period policies and practices, were not provided accurate itemized wage
15 statements, were not paid all wages in full and on time, , and were subject to other similar policies
16 and practices to which the Class Members were subject.

17 **66. Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps
18 to represent fairly and adequately the interests of the Class Members. Moreover, Plaintiffs' attorneys
19 are ready, willing, and able to fully and adequately represent the Class Members and Plaintiffs.
20 Plaintiffs' attorneys have prosecuted numerous wage-and-hour class actions in state and federal court
21 in the past and are committed to vigorously prosecuting this action on behalf of the Class Members.

22 **67. Superiority:** The California Labor Code is broadly remedial in nature and serves an
23 important public interest in establishing minimum working conditions and standards in California.
24 These laws and labor standards protect the average working employee from exploitation by
25 employers who have the responsibility to follow the laws and who may seek to take advantage of
26 superior economic and bargaining power in setting onerous terms and conditions of employment. The
27 nature of this action and the format of laws available to Plaintiffs and the Class Members make the
28 class action format a particularly efficient and appropriate procedure to redress the violations alleged

1 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
2 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
3 resources of each individual plaintiff with their vastly superior financial and legal resources.

4 68. Moreover, requiring each Class Member to pursue an individual remedy would also
5 discourage the assertion of lawful claims by employees who would be disinclined to file an action
6 against their former or current employer for real and justifiable fear of retaliation and permanent
7 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
8 the individual Class Members, even if possible, would create a substantial risk of inconsistent or
9 varying verdicts or adjudications with respect to the individual Class Members against Defendants
10 herein, and which would establish potentially incompatible standards of conduct for Defendants or
11 legal determinations with respect to individual Class Members which would, as a practical matter, be
12 dispositive of the interest of the other Class Members not parties to adjudications or which would
13 substantially impair or impede the ability of the Class Members to protect their interests.

14 69. Further, the claims of the individual Class Members are not sufficiently large to
15 warrant vigorous individual prosecution considering the concomitant costs and expenses attending
16 thereto. As such, the Class Members identified above are maintainable as a class under section 382 of
17 the Code of Civil Procedure.

18 **VI. CAUSES OF ACTION**
19

20 **First Cause of Action**

21 *Failure to Pay All Minimum Wages*

22 *(Against All Defendants)*

23 70. Plaintiffs reallege and incorporate by reference all previous paragraphs.

24 71. Section 4 of the Applicable Wage Orders and Labor Code section 1197 establish the
25 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
26 (Lab. Code, § 1197; Cal. Code of Regs., tit. 8, §§ 11040, 11050.) Labor Code sections 1194,
27 subdivision (a), and 1194.2, subdivision (a), provide that an employee who has not been paid the
28 legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance,

1 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to
2 the unpaid wages and interest accrued thereon.

3 72. Here, Defendants failed to fully conform their pay practices to the requirements of the
4 law during the relevant statutory periods. Plaintiffs and the other Class Members were not
5 compensated for all hours worked including, but not limited to, all hours they were subject to the
6 control of Defendants and/or suffered or permitted to work under the Labor Code and the Applicable
7 Wage Orders.

8 73. Labor Code section 1198 makes unlawful the employment of an employee under
9 conditions that the IWC Wage Orders prohibit. Labor Code sections 1194, subdivision (a), and
10 1194.2, subdivision (a), provide that an employer who has failed to pay its employees the legal
11 minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as
12 liquidated damages in an amount equal to the wages due and interest thereon.

13 74. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
14 Plaintiffs and the other Class Members have sustained economic damages, including but not limited
15 to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to
16 recover economic and statutory damages and penalties and other appropriate relief because of
17 Defendants' violations of the Labor Code and Applicable Wage Orders.

18 75. Defendants' practices and policies regarding illegal employee compensation are
19 unlawful and create an entitlement to recovery by Plaintiffs and the other Class Members in a civil
20 action for the unpaid amount of minimum wages, liquidated damages, including interest thereon,
21 statutory penalties, attorneys' fees, and costs of suit according to Labor Code sections 204, 218.5,
22 1194, 1194.2, 1197, and 1198, and Code of Civil Procedure section 1021.5.

23 **Second Cause of Action**

24 *Failure to Pay All Overtime Wages*

25 *(Against All Defendants)*

26 76. Plaintiffs reallege and incorporate by reference all previous paragraphs.
27
28

1 77. This cause of action is brought pursuant to Labor Code sections 204, 510, 1194, and
2 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours
3 worked and provide a private right of action for the failure to pay all overtime compensation for
4 overtime work performed. At all times relevant herein, Defendants were required to properly pay
5 Plaintiffs and the other Class Members for all overtime wages earned pursuant to Labor Code section
6 1194 and the Applicable Wage Orders. Defendants caused Plaintiffs and the other Class Members to
7 work overtime hours but did not compensate them at one and one-half times their regular rate of pay
8 for such hours in accordance with California law. Likewise, Defendants caused Plaintiffs and the
9 other Class Members to work double-time hours but did not compensate them at twice their regular
10 rate of pay for such hours in accordance with California law.

11 78. Defendants failed to fully conform their pay practices to the requirements of
12 California law. This unlawful conduct includes but is not limited to Defendants' uniform and
13 unlawful pay policies and practices of failing to accurately record all the time that non-exempt
14 employees were under the supervision and control of Defendants. The foregoing policies and
15 practices are unlawful and allow Plaintiffs and the other Class Members to recover in a civil action
16 the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties,
17 attorneys' fees, and costs of suit according to Labor Code section 204, 510, 1194, and 1198, the
18 Applicable Wage Orders, and Code of Civil Procedure section 1021.5.

19
20 **Third Cause of Action**

21 *Failure to Provide Rest Periods and Pay Missed Rest Period Premiums*

22 *(Against All Defendants)*

23 79. Plaintiffs reallege and incorporate by reference all previous paragraphs.

24 80. Section 12 of the Applicable Wage Orders, and Labor Code section 226.7 establish the
25 right of employees to be provided with a rest period of at least ten minutes for each four hour period
26 worked, or major fraction thereof. (See Cal. Code of Regs., tit. 8, §§ 11040, 11050.)

27 81. Due to Defendants' unlawful rest period policies and practices described in detail
28 above, Defendants did not authorize and permit Plaintiffs and the other Class Members to take all rest

1 periods to which they were legally entitled. Despite Defendants' violations, Defendants have not paid
2 an additional hour of pay to Plaintiffs and the other Class Members at their respective regular rates of
3 pay for each violation, in accordance with California Labor Code section 226.7.

4 82. The foregoing violations create an entitlement to recovery by Plaintiffs and the other
5 Class Members in a civil action for the unpaid amount of rest period premiums owing, including
6 interest thereon, statutory penalties, and costs of suit pursuant to the Applicable Wage Orders, and
7 California Labor Code section 226.7.

8
9 **Fourth Cause of Action**

10 *Failure to Provide Meal Periods and Pay Missed Meal Period Premiums*

11 *(Against All Defendants)*

12 83. Plaintiffs reallege and incorporate by reference all previous paragraphs.

13 84. Plaintiffs are informed and believe and thereon allege, that Defendants failed in their
14 affirmative obligation to provide their hourly non-exempt employees, including Plaintiffs and the
15 other Class Members, with all required meal periods in accordance with the mandates of the Labor
16 Code and the Applicable Wage Orders, for the reasons set forth herein above. Despite Defendants'
17 violations, Defendants have not paid an additional hour of pay to Plaintiffs and the other Class
18 Members at their respective regular rates of pay for each violation, in accordance with California
19 Labor Code section 226.7.

20 85. As a result, Defendants are responsible for paying premium compensation for meal
21 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
22 Applicable Wage Orders and Labor Code sections 226.7 and 512, and Civil Code sections 3287,
23 subdivision (b), and 3289. (See Cal. Code of Regs., tit. 8, §§ 11040, 11050.)

24 **Fifth Cause of Action**

25 *Failure to Maintain Accurate Employment Records*

26 *(Against All Defendants)*

27 86. Plaintiffs reallege and incorporate by reference all previous paragraphs.
28

1 87. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall
2 keep at a central location in the state or at the plants or establishments at which employees are
3 employed, payroll records showing the hours worked daily by and wages paid to employees
4 employed at the respective plants or establishments. These records must be kept in accordance with
5 rules established for this purpose by the commission, but in any case shall be kept on file for not less
6 than three years.

7 88. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure
8 to maintain accurate and complete records.

9 89. Defendants have intentionally and willfully failed to keep accurate and complete
10 records showing the hours worked daily and wages paid to Plaintiffs and the other Class Members.
11 Thus, Plaintiffs and the other Class Members have been denied their legal right and protected interest
12 in having available at a central location at the plant or establishment where they are employed,
13 accurate and complete payroll records showing the hours worked daily by, and the wages paid to,
14 employees at those respective locations pursuant to Labor Code section 1174.

15
16 **Sixth Cause of Action**

17 *Failure to Pay Wages Timely during Employment*

18 *(Against All Defendants)*

19 90. Plaintiffs reallege and incorporate by reference all previous paragraphs.

20 91. Labor Code section 200 provides that "wages" include all amounts for labor
21 performed by employees of every description, whether the amount is fixed or ascertained by the
22 standard of time, task, pieces, commission basis, or other method of calculation. Labor Code section
23 204 states that all wages earned by any person in any employment are payable twice during the
24 calendar month and must be paid not more than seven days following the close of the period when
25 the wages were earned. Labor Code section 210, subdivision (a), makes employers who violate Labor
26 Code section 204 subject to a penalty of \$100 for any initial failure to timely pay each employee's
27 full wages and \$200 for each subsequent violation, plus 25% of the amount unlawfully withheld.
28

1 92. Labor Code section 216 establishes that it is a misdemeanor for any person, with
2 regards to wages due, to “falsely deny the amount or validity thereof, or that the same is due, with
3 intent to secure himself, his employer or other person, any discount upon such indebtedness, or with
4 intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is
5 due.”

6 93. Defendants as a matter of established company policy and procedure in the State of
7 California, scheduled, required, suffered, and/or permitted Plaintiffs and the other Class Members, to
8 work without full compensation, to work without legally-compliant off-duty meal periods, to work
9 without legally-compliant off-duty rest periods, and thereby failed to fully pay Plaintiffs and the other
10 Class Members within seven days of the close of payroll, as required by law.

11 94. Defendants, as a matter of established company policy and procedure in the State of
12 California, falsely deny they owe Plaintiffs and the other Class Members these wages, with the intent
13 of securing for themselves a discount upon their indebtedness and/or to annoy, harass, oppress,
14 hinder, delay, and/or defraud Plaintiffs and the other Class Members.

15 95. Defendants’ pattern, practice, and uniform administration of their corporate policy of
16 illegally denying employees compensation, as described herein, is unlawful and entitles Plaintiffs and
17 the other Class Members to recover, pursuant to Labor Code section 218, the unpaid balance of the
18 compensation owed to them in a civil action and any applicable penalties, attorney fees, and interest
19 owed to them pursuant to Labor Code sections 210 and 218.5.

20
21 **Seventh Cause of Action**

22 *Failure to Pay All Wages Earned and Unpaid at Separation*

23 *(Against All Defendants)*

24 96. Plaintiffs reallege and incorporate by reference all previous paragraphs.

25 97. The actionable period for this cause of action is three years prior to the filing of this
26 complaint through the present, and ongoing until the violations are corrected or the class is certified.
27 (*Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389, 1395; *Murphy v. Kenneth Cole*
28 *Productions, Inc.* (2007) 40 Cal.4th 1094, 1109; Code Civ. Proc., § 338, subd. (a).) Labor Code

1 sections 201 and 202 of the California Labor Code require Defendants to pay all compensation due
2 and owing to its former employees (including the formerly-employed Class Members) during the
3 actionable period for this cause of action at or around the time that their employment is or was
4 terminated, or ended.

5 98. Section 203 of the Labor Code provides that if an employer willfully fails to pay
6 compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the
7 employer is liable for penalties in the form of continued compensation up to thirty workdays.

8 99. Due to Defendants' faulty pay policies, those Class Members whose employment with
9 Defendants has concluded were not compensated for each and every hour worked at the appropriate
10 rate. Defendants have willfully failed to pay those formerly-employed Class Members whose sums
11 were certain at the time of termination within seventy-two hours of their resignation and have failed
12 to pay those sums for thirty days thereafter as required by Labor Code sections 201 through 203.

13 100. As a result, Defendants are liable to the formerly-employed Class Members for
14 waiting time penalties amounting to thirty days wages for the formerly-employed Class Members
15 pursuant to Labor Code section 203. (See, e.g., DLSE Manual, § 4.3.4 [failure to pay any sort of
16 wages due upon termination entitles an employee to recover waiting time penalties].)

17 **Eighth Cause of Action**

18 *Failure to Furnish Accurate Itemized Wage Statements*

19 *(Against All Defendants)*

20 101. Plaintiffs reallege and incorporate by reference all previous paragraphs.

21 102. Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the
22 time of each payment to furnish an itemized wage statement in writing showing:

- 23 (1) The gross wages earned;
- 24 (2) The total hours worked by the employee;
- 25 (3) The number of piece-rate units earned and any applicable piece rate if
- 26 the employee is paid on a piece rate basis;
- 27
- 28

- 1 (4) All deductions, provided that all deductions made on written orders of
2 the employee may be aggregated and shown as one item;
3 (5) The net wages earned;
4 (6) The inclusive dates of the period for which the employee is paid;
5 (7) The name of the employee and only the last four digits of his or her
6 social security number or an employee identification number other than
7 a social security number;
8 (8) The name and address of the legal entity that is the employer; and
9 (9) All applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the
11 employee.

12 103. As set forth above, Defendants issued and continue to issue wage statements to their
13 non-exempt employees including Plaintiffs and the other Class Members that are inadequate under
14 Labor Code section 226, subdivision (a). By failing to pay Plaintiffs and the other Class Members
15 properly as described above, Defendants failed to include required information on their wage
16 statements, including, but not limited to, the gross wages earned and the net wages earned, in
17 violation of Labor Code section 226, subdivision (a).

18 104. Defendants' failure to comply with Labor Code section 226, subdivision (a), was
19 knowing and intentional. (Lab. Code, § 226, subd. (e).)

20 105. As a result of Defendants' issuance of inaccurate itemized wage statements to
21 Plaintiffs and the other Class Members in violation of Labor Code section 226, subdivision (a),
22 Plaintiffs and the other Class Members are each entitled to recover an initial penalty of \$50, and
23 subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per
24 Plaintiff and per each Class Member from Defendants pursuant to Labor Code section 226,
25 subdivision (e), along with costs and reasonable attorneys' fees.
26
27
28

1 **Ninth Cause of Action**

2 *Violations of California's Unfair Competition Law*

3 *(Against All Defendants)*

4 106. Plaintiffs reallege and incorporate by reference all previous paragraphs.

5 107. Defendants have engaged and continue to engage in unfair and/or unlawful business
6 practices in California in violation of California Business and Professions Code sections 17200
7 through 17210, by committing the unlawful acts described above. Defendants' utilization of these
8 unfair and unlawful business practices deprived and continue to deprive Plaintiffs and the other Class
9 Members of compensation to which they are legally entitled. These practices constitute unfair and
10 unlawful competition and provide an unfair advantage over Defendants' competitors who have been
11 and/or are currently employing workers and attempting to do so in honest compliance with applicable
12 wage and hour laws.

13 108. Because Plaintiffs are victims of Defendants' unfair and unlawful conduct alleged
14 herein, Plaintiffs for themselves and on behalf of the Class Members, seek full restitution of monies,
15 as necessary and according to proof, to restore any and all monies withheld, acquired and/or
16 converted by Defendants pursuant to Business and Professions Code sections 17203 and 17208.

17 109. The acts complained of herein occurred within the four years prior to the initiation of
18 this action and are continuing into the present and ongoing.

19 110. Plaintiffs were compelled to retain the services of counsel to file this Court action to
20 protect their interests and those of the Class Members, to obtain restitution and injunctive relief on
21 behalf of Defendants' current non-exempt employees and to enforce important rights affecting the
22 public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs,
23 which Plaintiffs are entitled to recover under Code of Civil Procedure section 1021.5.

24 **VII. DEMAND FOR JURY TRIAL**

25 111. Plaintiffs hereby demand trial by jury of Plaintiffs' and the Class Members' claims
26 against Defendants.
27
28

1 **VIII. PRAYER FOR RELIEF**

2 Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is
3 brought against Defendants, as follows:

- 4 1. For an order certifying the proposed class;
- 5 2. For an order appointing Plaintiffs as representatives of the class;
- 6 3. For an order appointing Plaintiffs' counsel as counsel for the class;
- 7 4. For the failure to pay all minimum wages, compensatory, consequential, general, and
8 special damages according to proof pursuant to Labor Code sections 1194, 1194.2,
9 1197, and others as may be applicable;
- 10 5. For the failure to pay all overtime wages, compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code sections 204, 510, 1194,
12 1198, and others as may be applicable;
- 13 6. For the failure to provide rest periods and pay missed rest period premiums,
14 compensatory, consequential, general, and special damages according to proof
15 pursuant to Labor Code section 226.7;
- 16 7. For the failure to provide meal periods and pay missed meal period premiums,
17 compensatory, consequential, general, and special damages according to proof
18 pursuant to Labor Code sections 226.7 and 512;
- 19 8. For the failure to maintain accurate employment records, penalties pursuant to Labor
20 Code sections 226.3, 1174.5, and others that may be applicable;
- 21 9. For the failure to pay wages timely during employment, the unpaid balance of the
22 compensation owed to Plaintiffs and the other Class Members and any applicable
23 penalties owed to them pursuant to Labor Code section 210;
- 24 10. For the failure to pay all wages earned and unpaid at separation, statutory waiting time
25 penalties pursuant to Labor Code sections 201 through 203, for the Class Members
26 who quit or were fired in an amount equal to their daily wage multiplied by thirty
27 days, as may be proven;
- 28

- 1 **11.** For the violations of California’s Unfair Competition Law, restitution to Plaintiffs and
2 the other Class Members of all money and/or property unlawfully acquired by
3 Defendants by means of any acts or practices declared by this Court to be in violation
4 of Business and Professions Code sections 17200 through 17210;
- 5 **12.** Prejudgment interest on all due and unpaid wages pursuant to Labor Code section
6 218.6 and Civil Code sections 3287 and 3289;
- 7 **13.** On all causes of action for which attorneys’ fees may be available, for attorneys’ fees
8 and costs as provided by Labor Code sections 218.5, 226, Code of Civil Procedure
9 section 1021.5, and others as may be applicable;
- 10 **14.** For an order enjoining Defendants, and each of them, and their agents, servants, and
11 employees, and all persons acting under, in concert with, or for them, from acting in
12 derogation of any rights or duties adumbrated in this complaint; and
- 13 **15.** For such other and further relief, this Court may deem just and proper.

14 Dated: June 19, 2026

MELMED LAW GROUP P.C.



LAURA SUPANICH

Attorneys for Plaintiffs and the Putative Class