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Superior Court of California,
County of Alameda

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

JAYDA DAVIS, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

ROSS STORES, INC. D/B/A ROSS DRESS
FOR LESS,

Defendant(s).

Case No. **26CV207854**

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

DEMAND FOR JURY TRIAL

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

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant Ross Stores, Inc. d/b/a
5 Ross Dress for Less (“Ross” and/or “Defendant”) on behalf of the State of California to collect
6 penalties as a result of Defendant’s systematic violations of California labor law with respect to
7 Defendant’s non-exempt hourly workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former workers employed by
9 Defendant in California.

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

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

22 **PARTIES**

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

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

27 7. Plaintiff worked for Defendant as a Front End Supervisor in Los Angeles, California
28 from approximately June 29, 2025, to October 3, 2025.

8. Plaintiff is informed, believes, and thereon alleges that Defendant Ross Stores, Inc. is a Delaware corporation with its principal place of business located in Dublin, California. Ross is registered to do business in the State of California and does business in the State of California. Ross may be served with process by serving its registered agent, C T Corporation System, 330 N. Brand Blvd., Glendale, California 91203.

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

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

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

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

JURISDICTION AND VENUE

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

14. This Court has jurisdiction over Plaintiff's claims pursuant to the Cal. Lab. Code and the applicable IWC Wage Orders. The Court also has jurisdiction over Defendant because they are

1 a corporation authorized to do business in the State of California, and because, in fact, do business
2 and employ workers in the State of California.

3 **FACTUAL ALLEGATIONS**

4 15. Upon information and belief, Defendant operates a chain of retail stores throughout
5 the United States and California.

6 16. Plaintiff Jayda Davis worked for Defendant as a non-exempt hourly employee from
7 approximately June 29, 2025, to October 3, 2025. Plaintiff was paid an hourly rate of approximately
8 \$18.50.

9 17. On average, Plaintiff was scheduled for approximately eight (8) hours in a day and
10 40 hours per week. However, due to being required to perform off-the-clock work at the conclusion
11 of her scheduled shifts and during off-duty meal periods, Plaintiff regularly worked in excess of
12 eight (8) hours per day and forty (40) hours per week.

13 18. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has
14 employed hundreds of hourly, non-exempt workers in California.

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

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

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

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

26 23. Defendant denies Plaintiff and Aggrieved Employees proper compensation for all
27 hours worked, including minimum wage and overtime wages. As a matter of course, Defendant
28 routinely requires Plaintiff and Aggrieved Employees to undergo security-checks and wait for a

1 security-check at the end of their shifts after clocking out. Plaintiff was required to wait on average
2 5 to 10 minutes, and sometimes even longer, after her shifts ended to check the bags of closing
3 employees and for her bag to be checked before she could leave the store. Plaintiff was required to
4 clock out at the end of her shift, perform bag checks, and have her bag checked by a manager or
5 other employee before she was permitted to leave. This time spent performing security checks and
6 waiting for a security check is compensable, but nevertheless went unpaid.

7 24. Additionally, Plaintiff and Aggrieved Employees are also required to carry walkie-
8 talkie with them at all times, including breaks, to be contacted to assist with store needs, regardless
9 of whether they are on break and/or off-the-clock, thus remaining under the control of Defendant
10 through the entirety of their shifts.

11 25. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees are
12 not paid for all hours worked and they do not receive straight time or overtime compensation for
13 overtime hours in violation of Cal. Lab. Code section 1194 and Wage Order 4.

14 26. Defendant regularly denies and fails to provide Plaintiff and Aggrieved Employees
15 with compliant 30-minute uninterrupted meal periods before the end of the fifth hour of work.
16 Defendant's policies, practices, and procedures prevent Plaintiff and Aggrieved Employees from
17 taking their meal period prior to the end of their fifth hour of work. Plaintiff and Aggrieved
18 Employees are unable to take compliant meal periods for three reasons. First, Plaintiff and
19 Aggrieved Employees are unable to take compliant meal periods because Defendant did not allow
20 Plaintiff and Aggrieved Employees to take a meal period due to workload demands that required the
21 Plaintiff and Aggrieved Employees to continue assisting Defendant's customers. Second, when
22 Plaintiff and Aggrieved Employees attempt to take a meal break, such meal breaks are untimely as
23 they were normally taken after the fifth hour of work. Finally, when Plaintiff and Aggrieved
24 Employees attempt to take a meal break, such meal breaks are interrupted or cut short because they
25 are required to return to the sales floor and assist customers and/or employees of the Defendant. As
26 stated above, Plaintiff and Aggrieved Employees are required to carry walkie-talkies, and respond
27 to communication from management at all times, including during off-the-clock meal breaks.
28

1 27. As a result, Plaintiff and Aggrieved Employees are not provided duty-free,
2 uninterrupted, and timely thirty-minute meal periods during which they should be completely
3 relieved of any duty.

4 28. Defendant fails to pay Plaintiff and Aggrieved Employees meal period premiums to
5 which they are entitled for these non-compliant meal breaks.

6 29. Defendant also fails to authorize or permit off duty, paid rest periods of at least ten
7 minutes of rest time for every four hours of work. Defendant's strict time windows and work
8 expectations do not permit Plaintiff and Aggrieved Employees an opportunity to rest while off-duty,
9 for ten minutes during each four-hour work period or major fraction thereof. Plaintiff and Aggrieved
10 Employees are not provided with compliant ten-minute rest breaks as they are required to remain
11 available to assist with customer service and meet with customers needing further assistance, cover
12 register or sales floor for other employees on breaks, send employees on breaks, and assist loss
13 prevention with situations related to shoplifting. As stated above, Plaintiff and Aggrieved
14 Employees are required to carry walkie-talkies, and respond to communication from management
15 at all times, including during rest breaks.

16 30. Defendant fails to pay Plaintiff and Aggrieved Employees rest period premiums to
17 which they are entitled for these missed, late, and otherwise non-compliant rest breaks.

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

21 32. Defendant's failure to pay for all hours worked, including overtime wages, and failure
22 to provide compliant meal and rest breaks also result in a failure to provide Aggrieved Employees,
23 including Plaintiff, accurate itemized wage statements as required by California law. The wage
24 statements Defendant provides are not accurate because they do not reflect payment for all hours
25 worked, overtime wages, and premium pay for non-compliant meal breaks and rest breaks paid
26 and/or owed to Plaintiff and Aggrieved Employees.

27 33. Defendant does not provide Plaintiff and Aggrieved Employees who are former
28 employees of Defendant with full payment of all wages owed upon separation from employment.

1 Defendant fails to provide Plaintiff and Aggrieved Employees with all earned wages, including
2 earned wages from off-the-clock work, overtime wages, and premium wages for missed or
3 noncompliant meal and rest periods, within the required time period. As a result, and pursuant to
4 the California Labor Code, Defendant is subject to waiting time penalties.

5 34. Plaintiff is informed, believes, and thereon allege that Defendant knew or should have
6 known that Plaintiff and Aggrieved Employees regularly do not receive timely and compliant meal
7 and rest breaks, premium pay for overtime and missed or non-compliant breaks, payment for all
8 hours worked, or accurate wage statements, and that Defendant does not timely pay all final wages.
9 Thus, Defendant's denial of wages, compliant meal and rest periods and related premium pay, failure
10 to provide complete and accurate wage statements, and failure to timely pay all final wages is and/or
11 was deliberate and willful.

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

16 **FIRST CAUSE OF ACTION**

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

18 **Failure to Pay All Hours Worked**

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

20 36. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
21 herein.

22 37. Cal. Lab. Code § 2699(f) provides:

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

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

4 39. Under Cal. Lab. Code §§ 1194, and 1197, employers are required to pay employees
5 at least the minimum straight-time hourly wage for all hours worked, including but not limited to,
6 time spent performing pre-shift duties, post-shift duties, time spent working during unpaid meal
7 and/or rest periods, and any other hours employees required or permitted employees to work.

8 40. Cal. Lab. Code § 1194 entitles employees to recover unpaid straight time wages for
9 work performed that goes unpaid.

10 41. Cal. Lab. Code § 1197 prohibits employers from paying wages below the applicable
11 minimum wage for all hours worked.

12 42. During the relevant time period, Defendant maintained policies and practices that
13 results in Plaintiff and Aggrieved Employees not being paid for all hours worked.

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

21 44. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 2, 2026, Plaintiff
22 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
23 file this claim. On this same date, Plaintiff mailed Defendant a copy of such notice via certified
24 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff
25 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
26 Code § 2699.3(a).

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

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

47. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

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

Failure to Pay Overtime Premiums

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

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

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

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

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

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

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

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

1 52. Plaintiff and Aggrieved Employees work overtime hours for Defendant without being
2 paid all wages and overtime premiums in violation of the Cal. Lab. Code, the applicable IWC Wage
3 Orders, and other applicable law. Defendant does not pay Plaintiff and Aggrieved Employees
4 overtime wages for time spent working off-the-clock.

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

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

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

20 56. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
21 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
22 and costs as set forth below.

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

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

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

12 66. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
13 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
14 and costs as set forth below.

15 67. Wherefore, Plaintiff requests relief as hereinafter provided.

16 **FOURTH CAUSE OF ACTION**

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

18 **Failure to Provide Rest Periods**

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

20 68. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
21 herein.

22 69. Cal. Lab. Code § 2699(f) provides:

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

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

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

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

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

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

26 75. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on June 2, 2026, Plaintiff
27 provided the LWDA with notice of her intention to file this claim. On this same date, Plaintiff mailed
28 Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed

1 without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence
2 this civil action in compliance with Cal. Lab. Code § 2699.3(a).

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

5 77. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
6 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
7 and costs as set forth below.

8 78. Wherefore, Plaintiff requests relief as hereinafter provided.

9 **FIFTH CAUSE OF ACTION**

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

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

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

13 79. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
14 herein.

15 80. Cal. Lab. Code § 2699(a) provides:

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

20 81. Cal. Lab. Code § 226(a) provides:

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

1 during the pay period and the corresponding number of hours worked at each hourly
2 rate by the employee...

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

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

10 83. Cal. Lab. Code § 226.3 provides:

11 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
12 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
13 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
14 in a subsequent citation, for which the employer fails to provide the employee a wage
15 deduction statement or fails to keep the records required in subdivision (a) of Section
16 226. The civil penalties provided for in this section are in addition to any other penalty
17 provided by law.

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

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

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

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

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

(A) Every employer shall keep accurate information with respect to each employee
including the following:
(3) ... Time records showing when the employee begins and ends each work period....
(4) Total wages paid each payroll period...
(5) Total hours worked during the payroll period and applicable rates of pay...
(B) Every employer who has control over wages, hours, or working conditions shall
semimonthly or at the time of each payment of wages furnish each employee an
itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of
the period for which the employee is paid; (3) the name of the employee or the
employee's social security number; and (4) the name of the employer, provided all
deductions made on written orders of the employee may be aggregated and shown as

1 one item. (See Labor Code Section 226.) This information shall be furnished either
2 separately or as a detachable part of the check, draft, or voucher paying the employee's
3 wages....

3 88. Defendant does not provide timely, accurate, itemized wage statements to Plaintiff
4 and Aggrieved Employees in accordance with Cal. Lab. Code § 226(a) and 1174, and the IWC Wage
5 Orders. The wage statements Defendant provides their employees, including Plaintiff and Aggrieved
6 Employees, do not accurately reflect payment for all hours worked, including minimum wage and
7 overtime wages, and meal/rest period premium payments.

8 89. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for each pay period in
9 which Plaintiff and an Aggrieved Employees were aggrieved, in the amounts established by those
10 sections, including but not limited to penalties under Cal. Lab. Code §§ 226.3, 226(e)(1), and
11 1174.5. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(a) for Plaintiff and Aggrieved
12 Employees for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved
13 Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a).
14 Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
15 Defendant, alleged above, to maintain records in compliance with Cal. Lab. Code §§ 226 and 1174
16 and IWC Wage Order 4-2001.

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

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

24 92. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
25 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
26 and costs as set forth below.

27 93. Wherefore, Plaintiff requests relief as hereinafter provided.
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solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

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

102. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

103. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees with an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

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

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

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

107. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- a. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab. Code as alleged herein;
- b. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
- c. For injunctive relief, prohibiting Defendant from continuing its policies and practices determined to be violations of the Cal. Lab. Code;
- d. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- e. For all costs of suit; and
- f. For such other and further relief as this Court deems just and proper.

Dated: August 31, 2026

Respectfully Submitted,



Carolyn H. Cottrell
Ori Edelstein
Sara J. Zollner
**SCHNEIDER WALLACE
COTTRELL KIM LLP**

Attorneys for Plaintiff and the putative Class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Dated: August 31, 2026

Respectfully Submitted,



Carolyn H. Cottrell

Ori Edelstein

Sara J. Zollner

SCHNEIDER WALLACE

COTTRELL KIM LLP

Attorneys for Plaintiff and the putative Class