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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAZMINE UNIQUE MIXON, TANYA MARIE AGUIRRE MINOR, and MARISSA NICOLE WILLIAMSON, individuals, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

NAUTILUS INTERNATIONAL HOLDING CORPORATION, a California stock corporation; NAUTILUS LOGISTICS, a California business entity of unknown form; METRO CRUISE SERVICES LLC, a California limited liability company; METRO SHORE SERVICES LLC, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26STCV19585

CLASS ACTION

Assigned for All Purposes To:
Hon. Theresa Traber
Dept.: 1

SECOND AMENDED CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Failure to Pay for On-Call Time;
4. Failure To Provide Meal Periods Under Labor Code § 226.7;
5. Failure To Authorize and Permit Rest Periods Under Labor Code § 226.7;
6. Failure To Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Illegal Wage Deductions Under Labor Code § 221;
10. Violation of Labor Code § 245, 246;
11. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
12. Failure to Provide Suitable Seating Under Labor Code § 1198;
13. Violation of Business & Professions Code § 17200 *et seq*.; and
14. Penalties Under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

Complaint Filed: June 18, 2026
FAC Filed: August 24, 2026
Trial Date: None Set

Plaintiffs JAZMINE UNIQUE MIXON, TANYA MARIE AGUIRRE MINOR, and MARISSA NICOLE WILLIAMSON (hereinafter "Plaintiffs"), on behalf of themselves and other similarly situated non-exempt employees employed by Defendants within the state of California during the relevant time period (collectively, "Employees"; individually, "Employee"), hereby file this Complaint asserting class and individual claims against Defendants NAUTILUS INTERNATIONAL HOLDING CORPORATION, a California stock corporation; NAUTILUS LOGISTICS, a California business entity of unknown form; METRO CRUISE SERVICES LLC, a California limited liability company; METRO SHORE SERVICES LLC, a California limited liability company; and DOES 1 to 50 (collectively referred to as "Defendants"). Plaintiffs are informed and believe, and on the basis of that information and belief, allege as follows:

INTRODUCTION

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

2. Plaintiffs' action seeks damages including full restitution from Defendants as a result of Defendants' unlawful, fraudulent, and/or unfair business practices.

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

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

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PARTIES

5. Plaintiffs are individuals over the age of 18 and are now and/or at all times mentioned in this Complaint were citizens of the State of California.

6. Plaintiff MIXON worked for Defendants as a Customer Servies Agent from on or around February 2025 through September 2025, performing her job duties competently for Defendants in Los Angeles County.

7. Plaintiff MINOR worked for Defendants as a Pier Agent from on or around July 2022 through July 2025, performing her job duties competently for Defendants in Los Angeles County.

8. Plaintiff WILLIAMSON worked for Defendants as an Airport Agent from on or around October 2024 through May 2026, performing her job duties competently for Defendants in Los Angeles County.

9. Plaintiffs seek recovery herein from Defendants because with regard to Plaintiffs, while acting for Defendants in their capacity as hourly, non-exempt Customer Service Agents, Pier Agents, and Airport Agents, Defendants have:

a. Failed to pay minimum wages;

b. Failed to pay wages and overtime;

c. Failed to authorize and permit meal periods;

d. Failed to authorize and permit rest periods;

e. Failed to timely furnish accurate itemized wage statements;

f. Violated Labor Code § 204;

g. Violated Labor Code § 203;

h. Taken illegal wage deductions under Labor Code § 221;

i. Violated Labor Code §§ 245 and 246;

j. Failed to reimburse necessary business expenses;

k. Failed to provide suitable seating; and

l. Conducted unfair business practices.

10. Defendant NAUTILUS INTERNATIONAL HOLDING CORPORATION is a California stock corporation that lists its principal address as 3806 Worsham Avenue, Long Beach,

California 90808 with the California Secretary of State. They list their type of business as administrative management. Upon information and belief, Defendant NAUTILIS LOGISTICS is a California business entity of unknown form and origin. The principal address listed by Defendant NAUTILUS INTERNATIONAL HOLDING CORPORATION is the same address identified on NAUTILUS LOGISTICS' website. Additionally, Plaintiff MIXON's direct deposit wage statements identify "Nautilus" as the entity associated with the issuance of Plaintiff MIXON's wages.

11. Plaintiffs were direct employees of Defendants METRO CRUISE SERVICES LLC and METRO SHORE SERVICES LLC. METRO CRUISE SERVICES LLC is a California limited liability company that lists its principal address as 3807 Worsham Avenue, Long Beach, California 90808. They list their type of business as marine cargo handling. METRO SHORE SERVICES LLC is a California limited liability company that lists its principal address as 3808 Worsham Avenue, Long Beach, California 90808. They list their type of business as arrangement of passenger transportation. Moreover, an internet search shows that 3806 Worsham Avenue, Long Beach, California 90808 belongs to Defendants NAUTILUS INTERNATIONAL HOLDING CORPORATION, METRO CRUISE SERVICES LLC, and METRO SHORE SERVICES LLC. Based thereon, and upon information and belief, Defendants NAUTILUS INTERNATIONAL HOLDING CORPORATION and NAUTILUS LOGISTICS jointly controlled and directed Plaintiffs' employment and exercised control over their subsidiaries and affiliated entities, METRO SHORE SERVICES LLC and METRO CRUISE SERVICES LLC, in connection with the employment practices alleged herein as to Plaintiffs and other similarly situated Class members.

12. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil Procedure § 474. Plaintiffs will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

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13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint. Defendants, and each of them, directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Plaintiffs and, upon information and belief, the class members.

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

15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants, and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude, and/or employment.

16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope and in pursuance of said joint venture, partnership, and common enterprise.

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

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

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

JURISDICTION AND VENUE

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

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

22. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiffs and the members of the putative Classes herein were all California citizens and Defendant NAUTILUS INTERNATIONAL HOLDING CORPORATION is a California stock corporation. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

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

SUMMARY OF CLAIMS

24. During Plaintiff MIXON's employment with Defendants during the relevant period, she worked as a Customer Service Agent at Defendants' jobsite in Los Angeles County. Plaintiff MIXON's job duties included checking in customers, providing customer assistance and directions, managing customer flow and lines, assisting passengers with boarding procedures, transporting customers requiring wheelchair assistance, and performing other customer service and operational support functions as directed by Defendants.

25. Plaintiff MIXON generally worked 25 to 30 hours per week, and three to four shifts per week. Plaintiff MIXON's scheduled hours were generally from 6:30 a.m. to 3:00 p.m. or 9:00 a.m. to 3:00 p.m. However, Plaintiff MIXON was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours, and during her meal breaks, and was not paid for all her hours worked at the regular rate and at the correct overtime rates.

26. During Plaintiff MINOR's employment with Defendants during the relevant period, she worked as a Pier Agent at Defendants' jobsite in Los Angeles County. Plaintiff MINOR's job duties included checking Defendants' customer in for their cruises, making sure they had required documents, and checking and handling luggage.

27. Plaintiff MINOR generally worked 20 hours per week, and three to four shifts per week. Plaintiff MINOR's scheduled hours were generally from 6:30 a.m. to 3:00 p.m., or 9:00 a.m. to 3:00 p.m. However, Plaintiff MINOR was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours, and during her meal breaks, and was not paid for all her hours worked at the regular rate and correct overtime rates.

28. During Plaintiff WILLIAMSON'S employment with Defendants during the relevant period, she worked as an Airport Agent at Defendants' jobsite and facilities in Los Angeles County. Plaintiff WILLIAMSON's job duties included checking in and processing arriving customers, coordinating and assigning customers buses, communicating with other employees regarding transportation, assisting with luggage, and directing customers to their designated buses.

29. Plaintiff WILLIAMSON generally worked 20 hours per week, and three shifts per week. Plaintiff WILLIAMSON's scheduled hours were generally from 7:00 a.m. to 1:00 p.m., 8:00 a.m. to 4:00 p.m., or 5:00 p.m. to 10:00 p.m. However, Plaintiff WILLIAMSON was required by Defendants to endure substantial off-the-clock work before and after her scheduled shift hours, and during her meal breaks, and was not paid for all her hours worked at the regular rate and correct overtime rates.

30. With regard to Plaintiffs and the Class Members, Defendants have committed the following violations:

a. **Failure to pay minimum wages.** Defendants' policy and practice of requiring systematic off-the-clock work flowed directly from their unlawful policies and timekeeping procedures. As to Plaintiffs MIXON and MINOR, who worked at Defendants' Long Beach location, they and their co-workers were required to undergo mandatory security screenings before the start of their shifts and before returning from meal periods. These security procedures required Plaintiffs MIXON and MINOR to submit their personal belongings for an x-ray screening, pass through metal detectors, and thereafter walk to the company designated time clock located in the breakroom. All these activities were performed off the clock. As a result, Plaintiffs MIXON and MINOR regularly spent approximately 5 to 15 minutes each workday, depending on customer volume, foot traffic, and the length of security lines, undergoing mandatory security procedures, waiting to access the

workplace, and traveling to company-designated time clocks, all without compensation.

Defendants further maintained timekeeping practices that resulted in employees performing uncompensated work. Because numerous employees began their shifts at or around the same time, Plaintiffs MIXON and MINOR regularly encountered lines while attempting to access the timeclock located in the breakroom before the start of their shifts. Plaintiffs MIXON and MINOR were required to wait for the timeclock to become available before clocking in, yet Defendants failed to record or compensate Plaintiffs MIXON and MINOR for this time. Similarly, Plaintiffs MIXON and MINOR were required to return from meal periods early enough to undergo security screening and regain access to the workplace so that they could clock back in by the expiration of thirty minutes, resulting in additional off-the-clock work and uncompensated time while under Defendants' control. Plaintiffs MIXON and MINOR were also required to wait in line to access Defendants' time clock at the conclusion of their shifts before they could clock out and leave the premises.

Plaintiff WILLIAMSON, who worked at Defendants' LAX location, was likewise subjected to practices that required her to spend uncompensated time traveling to and from Defendants' designated worksite and performing work-related activities before and after her recorded shifts. Plaintiff WILLIAMSON was required to utilize an off-site parking arrangement and travel from the parking location to the airport terminal she was assigned to work. Plaintiff WILLIAMSON was required either to wait for transportation servicing the parking location or travel on foot from the parking area to the airport terminal before she was able to clock in. The transportation did not operate on a fixed schedule and was also used to transport other individuals, resulting in additional waiting and travel time before Plaintiff WILLIAMSON could reach the terminal and begin her record shift. Plaintiff WILLIAMSON was not permitted to clock in until she reached Defendants' designated work location inside the airport.

Defendants maintained similar practices at the conclusion of Plaintiff WILLIAMSON's shifts. After clocking out, Plaintiff WILLIAMSON was required to travel from her assigned terminal to the designated pickup area, wait for available transportation or travel on foot back to the off-site parking location, and thereafter retrieve her vehicle. Defendants did not record or compensate

Plaintiff WILLIAMSON for this post-shift waiting and travel time.

Additionally, Defendants did not provide Plaintiffs with all legally compliant meal periods as required under California Law. Due to Defendants' unlawful policies, staffing practices, and demanding workload, Plaintiffs were frequently required to take late, interrupted, or shortened meal periods, or was not provided a meal period at all. Defendants required Plaintiffs to carry a work radio or personal cellphone at all times, including during their meal periods, so they could receive and respond to work-related communications. As a result, Plaintiffs' meal periods were regularly interrupted, and they remained under Defendants' control throughout their purported off-duty meal periods. Moreover Defendants, through their managers and supervisors, routinely altered or directed the alteration of employee time records to reflect compliant meal periods that were not actually provided. Defendants further deducted thirty-minute meal periods from Plaintiffs' recorded time, including on shifts where no meal period was taken or where Plaintiffs continued performing work related tasks. Management knew that Plaintiffs and similarly situated employees were working during meal periods, failed to provide meal period premiums, and instead modified time records and shaved time to conceal meal period violations and reduce compensable work time.

Thus, Plaintiffs worked more hours than they were scheduled and paid for, including hours during their meal and rest breaks, which were consistently interrupted or missed due to heavy work demands. Upon information and belief, other Employees of the Class were subjected to the same policies and practices uniformly applied and implemented by Defendants.

b. Failure to pay wages and overtime. Overtime hours were generally not allowed, but Plaintiffs and the Class Members were often compelled to work many regular and overtime hours off-the-clock and without compensation, as addressed above. Plaintiffs and the Class Members were therefore not paid for all their hours worked at the required minimum, overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring them to work off the clock and without pay. Upon information and belief, Defendants systematically miscalculated the underlying regular rate for overtime and underpaid Plaintiffs and the Class Members by failing to include all forms of remuneration received in the regular rate and neglecting to pay them at the required overtime rates for all hours over eight in a work shift or over

forty in a work week, and all hours over twelve in a day at the required double time rate.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid any overtime premium wages for any hours worked by Plaintiffs and the Class members, they failed to begin paying it when owed due to post-shift off-the-clock work.

c. Failure to pay for on call time. Defendants also required that Employees participate in an on-call schedule without proper compensation. During on-call shifts, Plaintiff MINOR and her similarly situated co-workers remained under the control of Defendants while waiting for after-hours assignments to come in and thus were required to remain under Defendants' control while also refraining from engaging in personal activities. While on call, Plaintiff MINOR and the Class members must always keep their personal cell phone on their person, must remain proximate to their general work area, and must report to work within the hour after being contacted by management or they would face reprimand. During on-call time, Plaintiff MINOR and the Class members and Aggrieved Employees cannot easily trade in their on-call responsibilities with another employee because there may not be another worker available. Plaintiff MINOR could not trade her on-call shift at all because the only available alternate worker was already working their shift. Employees were also permitted to decline the assignment because they were off the clock as doing so would result in a severe reprimand from managers, including termination, if they failed to timely respond.

d. Failure to authorize and permit meal periods. Defendants failed to provide Plaintiffs and the Class Members with all legally required unpaid, off-duty meal periods, in violation of the applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have

a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods or which authorized and permitted all legally required paid, off-duty meal periods to Plaintiffs and the Class Members.

Plaintiffs and the Class Members were non-exempt employees who regularly worked shifts in excess of five (5) hours and, on some occasions, shifts exceeding ten (10) hours. Despite this, they were often required to do so without receiving a lawful and timely meal break or were required to take shortened meal and rest breaks, or none at all, in order to keep up with work demands and job duties and job requirements and pressure placed upon them by Defendants' management. More specifically, Defendants required Plaintiffs and the Class Members to perform off-the-clock work in a manner that would impact their timing and ability to take meal periods, including requiring them to respond to work-related calls, inquiries, and other demands during breaks. These practices evidenced the control that Defendants exerted over Plaintiffs and the Class members and resulted in further systematic and ongoing meal period violations.

Additionally, Defendants would interrupt Plaintiffs and the Class Members during their meal periods in order to compel them to complete work tasks on time. To whatever extent there was ever a schedule for meal periods, it went by the wayside quickly as there always seemed to be management and customer demands to attend to. This led to systematically late, interrupted, shortened, missed, or on-duty meal periods. The excessive workloads, management expectations, and constant job demands also contributed to Plaintiffs and the Class Members working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods. Upon information and belief, to whatever extent Defendants attempt to rely upon alleged meal period waivers, they were either unenforceable and invalid or were otherwise not agreed to by Plaintiffs and the Class members.

Also, Defendants maintained timekeeping practices that concealed meal period violations by recording and/or editing employee time records to reflect compliant thirty-minute meal periods even when such meal periods were missed, interrupted, shortened, performed on-duty, or not timely provided. Upon information and belief, Defendants routinely caused employee time records to reflect meal periods that appeared legally compliant on their face despite employees

having worked through all or part of such meal periods. As a result, Defendants not only failed to provide lawful meal periods, but also failed to accurately record all hours worked and failed to pay all meal period premiums owed.

Therefore, Defendants maintained policies and procedures that resulted in systematic meal period violations throughout Plaintiffs employment. Defendants failed to provide Plaintiffs and the Class Members with all legally required off-duty, unpaid meal periods when they worked shifts of more than five hours and/or failed to pay meal period penalties for missed meal periods, as required by the applicable Wage Order(s) and Labor Code. To the extent Defendants ever did pay Plaintiffs a meal period premium, they failed to do so at the correct hourly rate of compensation by miscalculating the regular rate and failing to include all forms of remuneration in it. Upon information and belief, the other Class Members were subjected to similar unlawful policies and practices and endured similar violations as Plaintiffs at Defendants' hands.

For at least four years prior to the filing of this action and continuing through to the present, Plaintiffs and the Class Members were unable to take off duty meal breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiffs and the Class Members were provided with a meal period, it was often untimely, interrupted, or impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof. Given Defendants' policy and practice of altering timekeeping entries to reflect compliant meal periods, and of inputting compliant meal period times and deducting 30 minutes for meal periods Plaintiffs were not provided, they also committed systematic record keeping violations by recording inaccurate timekeeping entries for them. Additionally, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate of compensation for each meal period that Defendants failed to provide or deficiently provided.

e. Failure to authorize and permit rest periods. Defendants failed to authorize and permit Plaintiffs and the Class Members to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiffs and the other similarly situated Class Members were either not authorized permitted the opportunity to take a rest break or were required

to remain under Defendants' control and respond to calls and instructions from management and job demands if and when they even attempted to take one. Upon information and belief and given the control they exerted over Plaintiffs and the Class members during breaks, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, further evidencing Defendants' policy and practice of requiring Plaintiffs and the Class Members to remain under their control during required off-duty rest break times.

Rest breaks were not scheduled, and during Plaintiffs' entire employment with Defendants, Plaintiffs were permitted to take their rest breaks only when an unlikely break in their work demands presented an opportunity. Therefore, Plaintiffs frequently had to skip out on their legally entitled rest breaks to prioritize work tasks or cut rest breaks short or take them late to comply with management and customer demands, despite being entitled to receive at least two paid, timely, uninterrupted, and duty-free ten minute rest breaks during each of their work shifts.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks if and when Plaintiffs attempted to take one. Plaintiffs and the Class Members worked shifts of at least eight hours, which required at least two rest breaks, and consistently worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiffs to take a first rest break, they were often forced to skip out on a second and/or a third break, and those that were provided were often late and generally interrupted by job duties and requirements.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiffs and the Class Members were and are under Defendants' control when they are working through rest breaks and are unable to use their rest break time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiffs attempted to take one, the rest breaks were either impermissibly shortened or untimely meal and rest breaks to Plaintiffs and the Class Members. Plaintiffs and the Employees in the Class were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making rest breaks

either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise were required to remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices. Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at each Employee's effective regular rate for rest break violations.

f. Failure to timely furnish accurate itemized wage statements. Defendants have consistently failed to provide Plaintiffs and the Class Members with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws. More specifically, Defendants also failed to provide Plaintiffs and the Class Members with complete and accurate wage statements, as those provided failed to show, among other things, the correct wages owed for time worked, including, allocation of lawfully required, paid, and off-duty rest periods. California Labor Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. The wage statements Defendants provided to Plaintiffs and the Class Members failed to list or to accurately list the wage rates or the hours worked at those rates during the pay period which led to the calculated pay listed by Defendants without any further detail. In addition to derivative violations, Defendants also committed facial violations of Labor Code § 226 by providing wage statements to Class Members that failed to show or otherwise list and comply with the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9), including failure to list or correctly list the actual employers of Plaintiffs and the Class members and their addresses.

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiffs and the Class Members, along with the appropriate applicable rates, among other requirements. Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

g. Violation of Labor Code § 204. Defendants required Plaintiffs and the Class Members to work off-the-clock without proper compensation, including time worked after clocking out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work performed during a work shift and a workweek, as alleged above, and required systematic off the clock work while also time shaving and failing to accurately report all hours worked. As a result, Defendants maintained a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiffs and Class Members, in violation of California wage-and-hour laws, including Labor Code § 204.

h. Violation of Labor Code § 203. Defendants have followed a uniform and consistent policy of failing to pay all wages owed to Plaintiffs and other similarly situated Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws. In view of the above addressed violations, Defendants have also failed to pay all wages owed to Plaintiffs and the Class members at termination or twice monthly in accordance with the requirements of Labor Code § 201-204.

i. Illegal wage deductions under Labor Code § 221. Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off-the-clock work and other wage violations, including requiring on-duty work during unpaid meal breaks. On some shifts, generally of five hours or so in duration, Defendants also inputted 30 minutes for timekeeping entries and deducted 30 minutes from pay for meal periods that were never provided to or taken by Plaintiffs, and upon information and belief the other Class members. Defendants have consistently and unlawfully collected or received wages from Employees by not compensating Plaintiffs and the Class Members for all hours worked, including on-duty meal periods they were required to endure under Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed to Plaintiffs and the Class members, in violation of Labor Code § 221.

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j. Violation of Labor Code §§ 245, 246. Defendants have followed a uniform and consistent policy of failing to provide Plaintiffs MIXON and MINOR and other similarly situated Employees with all paid sick leave required by California law. At all relevant times, Plaintiffs MIXON and MINOR, and the other similarly situated Class Members were non-exempt employees entitled to accrue and use paid sick leave pursuant to Labor Code § 246. Despite these requirements, Defendants failed to provide Plaintiffs and similarly situated Employees with all paid sick leave to which they were entitled to. Upon information and belief, Defendants failed to properly accrue, provide, track, and/or permit the use of paid sick leave in accordance with Labor Code §§ 246 and 246.

k. Failure to reimburse necessary business expenses. From at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiffs and the Class Members to incur necessary business expenses in the course of performing their required job duties without reimbursement. These expenses included the purchase of a "TWIC" card and uniforms, which consisted of pants, jackets, and shoes. Moreover, Defendants required Plaintiffs and the Class Members to clean and maintain their uniforms. Plaintiffs' wage statements do not reflect reimbursements for these and other such necessary business expenses. As to Plaintiff WILLIAMSON, she was required to purchase her own tools, including notebooks, pens, and highlighters. Defendants were required to reimburse Plaintiffs and the Class Members for all necessary work related expenditures pursuant to Labor Code § 2802, but they systematically failed to do so.

l. Failure to provide suitable seating. Defendants also failed to provide suitable seating to Plaintiffs and the Class members. Plaintiffs were not permitted to sit during their shifts even though it was appropriate to be seated while engaging in their required duties. Plaintiffs were required to work on their feet to complete tasks such as checking in customers, providing customer assistance and directions, managing customer flow and lines, and assisting passengers with boarding procedures, along with their similarly situated co-workers. By failing to provide Plaintiffs and certain Class members with suitable seats in accordance with the applicable wage order, Defendants also violated California Labor Code § 1198. Plaintiffs and Class Members were harmed by

Defendants' failure to provide seats because they were required to stand for extended periods of time despite the fact that the nature of their work did not require that they remain standing all the time.

m. Violation of Business & Professions Code § 17200 *et seq*. Through their violations of the Labor Code and other unfair, unlawful, and fraudulent practices alleged in this Complaint, Defendants have obtained and enjoyed benefits at the expense of Plaintiffs and the Class Members**.** Thus, Plaintiffs and the Class Members seek injunctive relief, restitution, and disgorgement of all such benefits pursuant to Business and Professions Code §§ 17200-17208.

31. In light of the foregoing, Plaintiffs and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 245, 246, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, and 2802, Business & Professions Code § 17200 *et seq*., and California Code of Regulations, Title 8, section 11000 *et seq*.

32. As the employers of Employees, Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiffs and the Class Members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiffs and the other Employee Class Members to work, or engaged them, thereby creating a common law employment relationship with the Employee Class Members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class Members.

CLASS ACTION ALLEGATIONS

33. Code of Civil Procedure § 382 provides in pertinent part, "[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

34. Plaintiffs seek to represent a Class (or "the Class" or "Class Members") defined as follows: "All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court ("the Class

Period"), and who have been employed as non-exempt employees within the State of California." This includes those employed as customer service agents, pier agents, airport agents, and in various related positions at Defendants' locations, including other employees providing customer service-related services, and those in similar and related positions. Further, Plaintiffs will seek to represent and certify the putative Classes currently composed of and defined as follows:

a. Class 1. Minimum Wages Class. All Class members who were subjected to Defendants' policies and practices regarding the payment of minimum wages as specifically described herein.

b. Class 2. Overtime Class. All Class members who were subjected to Defendants' policies and practices regarding the payment of overtime wages as specifically described herein.

c. Class 3. On-Call Class. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week while they were on call.

d. Class 4. Meal Period Class. All Class members who were subjected to Defendants' policies and practices regarding meal periods as specifically described herein

e. Class 5. Rest Period Class. All Class members who were subjected to Defendants' policies and practices regarding paid rest periods as specifically described herein.

f. Class 6. Wage Statement Class. All Class members who were subjected to Defendants' policies and practices regarding itemized wage statements as specifically described herein.

g. Class 7. Failure to Timely Pay Class. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

h. Class 8. Termination Pay Class. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Class 9. Unauthorized Deductions from Wages Class. All Class members who were subjected to Defendants' policies and practices regarding wage deductions as specifically described herein.

j. Class 10. Sick Pay Class. All Class members who were subjected to Defendants' policies and practices regarding paid sick leave.

k. Class 11. Expense Reimbursement Class. All Class members who were subjected to Defendants' policies and practices regarding business expense reimbursement as specifically described herein.

l. Class 12. Suitable Seating Class. All Class members who were subjected to Defendants' failure to provide suitable seating.

m. Class 13. UCL Class. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

35. **The Minimum Wage Class, Overtime Class, On-Call Class, Meal Period Class, Rest Period Class, Wage Statement Class, Failure to Timely Pay Class, Termination Pay Class, Unauthorized Deductions from Wages Class, Sick Pay Class, Expense Reimbursement Class, Suitable Seating Class, and UCL Class** are herein collectively referred to as the "Classes."

36. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or modify the class descriptions with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

37. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in this litigation and the proposed Classes are easily ascertainable from the employment records for Plaintiffs and the Class members that Defendants are required to maintain under California law.

A. Numerosity

38. The potential quantity of members of the Class as defined are so numerous that

joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of the members of the Classes through this class action will benefit both the parties and this Court. The precise quantity of the members of the Classes is unknown to Plaintiffs at this time. However, Plaintiffs are informed and believe that Defendants employ or, during the time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the Class definitions within the State of California. Plaintiffs assert that the quantity and identity of such membership is readily ascertainable via inspection of Defendants' employment records.

B. Commonality

39. There are common question of law and fact as to the members of the Classes which predominate over any questions affecting only individual members of the Classes. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

a. Whether Defendants failed to pay Employees minimum wages, including for all hours worked;

b. Whether Defendants failed to pay Employees wages for all hours worked;

c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;

d. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;

e. Whether Defendants failed to compensate Employees for on-call time;

f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;

g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or cooldown periods or provide premium pay in lieu thereof;

h. Whether Defendants' conduct was willful;

i. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements;

j. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;

k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

l. Whether Defendants violated Labor Code § 221;

m. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;

n. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days;

o. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;

p. Whether the nature of Plaintiffs' and Class Members' job duties reasonably permit the use of seating;

q. Whether Defendant unlawfully and/or willfully deprived Plaintiffs and Class Members of suitable seating when the nature of their job duties reasonably permitted it;

r. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

s. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq*.;

t. Whether the members of the Classes are entitled to injunctive relief;

u. Whether the members of the Classes are entitled to restitution;

v. Whether Defendants are liable for attorneys' fees and costs; and

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

C. Typicality

40. The claims of the named Plaintiffs are typical of the claims of all members of the Classes they seek to represent because all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as well as regulations, that have the force and effect of law, as alleged herein. Plaintiffs' claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break violations that they were required to endure are typical of those of the other members of the Classes.

D. Adequacy of Representation

41. Plaintiffs are an adequate representative of the Classes they seeks to represent, will fairly and adequately protect the interests of the members of the Classes, have no interests antagonistic to those members, and will vigorously prosecute this action through attorneys who are competent, skilled, and experienced in litigating matters of this type.

E. Superiority of Class Action

42. The nature of this action and the nature of the laws available to Plaintiffs make the class action format particularly efficient and the appropriate procedural mechanism to afford relief for the wrongs alleged herein. California has a strong public policy favoring the use of the class action device, especially where it promotes judicial economy and access to justice.

43. By allowing the claims of many individuals to be resolved in a single proceeding, a class action eliminates the possibility of repetitious litigation and provides a meaningful method of redress for claimants whose individual damages may be too small to justify separate lawsuits. This case involves large corporate Defendants and numerous individual Class members asserting relatively small claims that arise from common questions of law and fact.

44. If each member of the Classes was required to file an individual lawsuit, Defendants would gain an unconscionable advantage because Defendants would be able to exploit their vastly

superior financial and legal resources and overwhelm the limited resources of each individual member of the Classes. Requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by members of the Classes who would be disinclined to pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation and permanent harm to their lives, careers, and well-being.

45. The proof of Defendants' common business practices and uniform factual patterns experienced by the members of the Classes is representative of the Classes and will establish each Class member's right to recover on the causes of action alleged herein.

46. Absent class treatment, the prosecution of separate actions would create a substantial risk of duplicative proceedings in which individual plaintiffs would present the same or similar arguments, evidence, and expert testimony. It would also result in a multiplicity of trials at enormous expense both the parties and the judicial system, as well as inconsistent or varying adjudications with respect to individual members of the Classes against Defendants. Moreover, it could lead to incompatible standards of conduct for Defendants, and conflicting legal determinations with respects to individual members of the Classes, which would, as a practical matter, be dispositive the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

47. Moreover, the individual claims of the members of the Classes are not sufficiently large enough to warrant vigorous individual prosecution when considering all of the concomitant costs and expenses attendant thereto. Courts routinely fashion methods to manage individual questions when seeking to preserve efficiencies and other benefits of class actions. Nevertheless, the Supreme Court of California has expressly urged trial courts to employ innovative procedural tools to certify and manage class actions, consistent with their obligation to ensure that such actions remain fair, efficient, and manageable.

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(On Behalf of the Minimum Wage Class)

(Against All Defendants)

48. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

49. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours in one workday and any work in excess of 40 hours 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 any employee."

50. Labor Code § 1182.12 provides the statewide minimum wage in California.

51. Labor Code § 1194(a) states, "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."

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

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

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

55. Defendants, as a matter of established company policy and procedures, and at each and every job site and facility owned and/or operated by Defendants, consistently administered uniform company-wide pay policies and practices applicable to the members of the Minimum Wage Class, including, but not limited to, the following:

a. Requiring the members of the Minimum Wage Class to engage in off-the-clock work before being allowed to clock in for the start of their shifts;

b. Requiring the members of the Minimum Wage Class to engage in off-the-clock work-related tasks after clocking out for the end of their shifts;

c. Requiring the members of the Minimum Wage Class to engage in off-the-clock work-related tasks during their meal periods; and

d. Requiring the members of the Minimum Wage Class to show facially compliant meal periods through time shaving, even when they did not occur.

56. As such, Defendants scheduled to work and/or required the members of the Minimum Wage Class to work without paying for all time they were under Defendants' control. Because Defendants required the members of the Wage Class to remain under Defendants' control without paying therefore, this resulted in the members of the Wage Class earning less than the legal minimum wage in the State of California.

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

58. Further, Defendants' pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight time compensation paid and the applicable minimum wage, including interest thereon.

59. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

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

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

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(On Behalf of the Overtime Class)

(Against All Defendants)

63. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

64. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in one workday and any work in excess of 40 hours 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 any employee."

65. Labor Code § 1194(a) states: "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."

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

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

a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiffs and the members of the Overtime Class; and

b. Scheduled to work and in fact required Plaintiffs and the members of the

Overtime Class to work in excess of eight hours per workday and/or in excess of 40 hours per workweek without paying overtime compensation for all hours they were under Defendants' control.

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

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

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

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

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ON-CALL PAY

(On Behalf of the On-Call Class)

(Against All Defendants)

72. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

73. Under the IWC Wage Order(s), Defendants are required to pay the members of the On-Call Class for all hours worked, meaning the time during which an employee is subject to the control of an employer.

74. The IWC Wage Order(s) § 5(A) states, "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

75. Further, Labor Code § 1182.12 provides the statewide minimum wage in California.

76. Labor Code § 1194(a) states, "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."

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

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

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

80. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, regularly and consistently scheduled members of the On-Call Class to be available on-call and to standby, meaning to be available within the hour.

81. Nonetheless, the members of the On-Call Class were not paid for the time they spent waiting under Defendants' control and/or were paid for less than half the usual or schedule day's work at each respective On-Call Class Member's regular rate of pay.

82. At no time when Defendants did not pay the legally requisite on-call pay were the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants' acts were not because of threats to employees or property, public utility failures, Acts of God or other causes not within Defendants' control or employees on paid on-call status.

83. The pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal on-call pay to the members of the On-Call Class as described herein is unlawful and creates entitlement to recovery by the members of the On-Call Class, in a

civil action, for the unpaid balance of the full amount of the unpaid wages owed, including interest thereon.

84. Under Labor Code § 218.6 and Civil Code § 3287, the members of the On-Call Class seek recovery of pre-judgment interest on all amounts recovered herein.

85. Under Labor Code § 218.5, the members of the On-Call Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS

(On Behalf of the Meal Period Class)

(Against All Defendants)

86. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

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

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90. Section 11(C) of the IWC Wage Orders provides "Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked. An 'on duty' meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time."

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

92. On one or more occasions, the members of the Meal Period Class worked over five hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes prior to exceeding five hours of employment. Further, the members of the Meal Period Class did not validly or legally waive their meal periods, by mutual consent with Defendants or otherwise. Additionally, the members of the Meal Period Class did not enter into any written agreement with Defendants agreeing to an on-duty paid meal period.

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

94. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c) which states "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.," Plaintiffs and the members of the Meal Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee's

regular rate of compensation for each work day that the meal period was not provided, in a sum to be proven at trial.

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

FIFTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(On Behalf of the Rest Period Class)

(Against All Defendants)

96. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

99. Section 12(A) of the IWC Wage Order(s) states, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

100. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269, the California Supreme Court held that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." The court further noted that employees must be free to "[take a] brief walk," or "take care of other personal matters…" (*Id.* at p. 270.)

101. Section 12(B) of the IWC Wage Order(s) states, "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

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

103. The members of the Rest Period Class are entitled to a rest period of not less than 10 minutes for every four hours of work or major fraction thereof.

104. As a matter of Defendants' established company policy, Defendants failed to always authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest periods for shifts every four hours or major fraction thereof, failed to relinquish control over how employees spent their break time, required the members of the Rest Period Class to carry personal cellphones, prevented the members of the Rest Period Class from taking uninterrupted rest periods, exerted coercion against the taking of legally protected breaks, and/or forbid members of the Rest Period Class from leaving Defendants' facilities.

105. Section 12 of the IWC Wage Order(s) and Labor Code § 226.7(b) instructs that "if an employer fails to provide an employee a meal or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided," the members of the Rest Period Class are entitled to damages in an amount equal to one (1) additional hour of pay at each employee's regular rate of compensation for each work day that one or more rest periods were not so provided.

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

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SIXTH CAUSE OF ACTION

FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(On Behalf of the Wage Statement Class)

(Against All Defendants)

107. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

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

111. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all applicable

hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate by each respective individual.

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

113. As a result of this failure to pay wages and as a pattern and practice in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and intentionally failed to furnish accurate wage statements to the members of the Wage Statement Class, including, but not limited to, failing to provide the beginning and ending of each work period, meal period interval, total daily hours worked, total hours worked per pay period, and the applicable rates of pay.

114. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an employee suffers injury if the employer fails to provide accurate and complete information as required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot promptly and easily ascertain requisite information without reference to other documents or information. Here, the members of Wage Statement Class suffered injury because, due to Defendants' failure to pay all wages due and owing, Defendants failed to provide accurate and complete information as required by one or more items listed in Labor Code § 226(a)(1)-(9).

115. In addition, the members of the Wage Statement Class have suffered injury as a result of Defendants' failure to maintain accurate records for the members of the Wage Statement Class in that the members of the Wage Statement Class were not timely provided written accurate itemized statements showing all requisite information, including but not limited to total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A), such that the members of the Wage Statement Class were misled by Defendants as to the correct information regarding various items, including but not limited to total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

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

Wage Statement Class include but are not limited to:

a. Confusion over whether they received all wages owed them by Defendants;

b. The difficulty and expense of attempting to reconstruct time and pay records;

c. Being forced to engage in mathematical computations to analyze whether Defendants' wages in fact compensated for all hours worked;

d. The inability to accurately calculate wage rates complicated by the fact that wage statement information required by Labor Code § 226 is missing;

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

f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery required to collect and analyze the very information that California law requires.

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

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

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

SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 204

(On Behalf of the Failure to Timely Pay Class)

(Against All Defendants)

120. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

121. Labor Code § 204 instructs that: "All wages, …earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,

of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period."

122. As detailed above, Defendants maintained a consistently applied policy and practice of not paying the members of the Failure to Timely Pay Class all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Furthermore, Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period pursuant to Labor Code § 204(d).

123. Defendants had a consistent and uniform policy, practice, and procedure of failing to comply with Labor Code § 204 with regard to Plaintiffs and the members of the Failure to Timely Pay Class. Thus Plaintiffs and the members of the Failure to Timely Pay Class are entitled to recovery under Labor Code §§ 204 and/or 210.

EIGHTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 203

(On Behalf of the Termination Pay Class)

(Against All Defendants)

124. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

125. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to 30 days from the due date thereof, until paid or until an action therefor is commenced.

126. The members of the Termination Pay Class are no longer employed by Defendants as they were either fired from or quit Defendants' employ.

127. Defendants had a consistent and uniform policy, practice, and procedure of willfully failing to pay the earned wages of Defendants' former employees, as set forth above, according to amendment or proof.

128. As set forth above, Defendants willfully failed to pay the members of the Termination Pay Class their entire wages due and owing at the time of their termination or within seventy-two hours of their resignation and failed to pay those sums for up to 30 days thereafter.

129. Defendants' willful failure to pay wages to the members of the Termination Pay Class violates Labor Code § 203 because Defendants knew or should have known wages were due to the members of the Termination Pay Class, as set forth above, but Defendants failed to pay them. Thus, the Termination Pay Class are entitled to recovery under Labor Code § 203.

NINTH CAUSE OF ACTION

ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221

(On Behalf of the Unauthorized Deduction Class)

(Against All Defendants)

130. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

131. Labor Code § 221 states "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee."

132. As a matter of Defendants' established company policy, Defendants willfully and intentionally made deductions from the wages of the members of the members of the Unauthorized Deduction Class during the appropriate time period, including but not limited to deductions from requiring off-the-clock work, as well as understating the hours worked by Employees, and by not lawfully providing meal periods and rest periods, and not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by the members of the Unauthorized Deduction Class, as addressed in detail above.

133. By not compensating Employees for all hours worked, and by failing to compensate them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

134. As a direct and proximate result of Defendants' improper wage deductions, the members of the Unauthorized Deduction Class have been damaged in an amount according to proof at the time of trial.

135. The members of the Unauthorized Deduction Class seek reimbursement of such illegal wage deductions. Further, the members of the Unauthorized Deduction Class are entitled to recover from Defendants the full amount of all illegal wage deductions, plus penalties, interest, reasonable attorneys' fees and costs of suit.

TENTH CAUSE OF ACTION

VIOLATIONS OF LABOR CODE §§ 245, 246

(On Behalf of the Sick Pay Class)

(Against All Defendants)

136. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

137. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terns, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1).

138. Labor Code § 246(a) states: "(a) An employer who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section."

139. Labor Code § 246(b)(1) states: "an employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section." Labor Code § 246 goes on to describe how employers can remain compliant with Labor Code § 246.

140. Labor Code § 246(i) states in pertinent part: "An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statements

described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited".

141. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, during the relevant time period: (1) Administered a uniform company policy and practice as to the pay policies regarding Plaintiffs and the members of the Sick Pay Class; and (2) Failed to provide Plaintiffs and the members of the Sick Pay Class paid sick days in a manner that fully complies with Labor Code § 246.

142. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by the members of the Sick Pay Class, in a civil action, to the extent allowed by law.

143. Therefore, Plaintiffs and the Sick Pay Class seek to recover penalties pursuant to Labor Code §§ 245, 246.

ELEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(On Behalf of the Expense Reimbursement Class)

(Against All Defendants)

144. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

147. As a matter of Defendants' established company policy, Defendants required the members of the Expense Reimbursement Class to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to the purchase of a "TWIC" card and uniforms, which consisted of pants, jackets, and shoes. Moreover, Defendants required members of the Expense Reimbursement Class to clean and maintain their uniforms for their jobs. As to Plaintiff WILLIAMSON, she was required to purchase her own tools, including notebooks, pens, and highlighters. Defendants are legally required to reimburse the members of the Expense Reimbursement Class for all necessary expenditures.

148. Defendants failed to fully and reasonably reimburse the members of the Expense Reimbursement Class for all necessary expenditures, including but not limited to the aforementioned expenditures.

149. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the members of the Expense Reimbursement Class have been damaged and are entitled to recovery from Defendants of the unpaid balance for all necessary expenditures, including but not limited to the aforementioned expenditures, in an amount according to proof at the time of trial.

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

151. Under Labor Code § 2802(c), the members of the Reimbursements Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

TWELFTH CAUSE OF ACTION

FAILURE TO PROVIDE SUITABLE SEATING UNDER LABOR CODE § 1198

(On Behalf of the Suitable Seating Class)

(Against All Defendants)

152. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

153. Labor Code § 1198 provides that it is illegal to employ an employee for "longer hours than those fixed by the [applicable wage order] or under conditions of labor prohibited by the

[applicable wage] order."

154. The applicable Wage Order provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." *Id*. § 11070(14)(A). Further, "[w]hen the employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties." *Id.* § 11070(14)(B).

155. Defendants' policy prohibiting employees from sitting on the stools absent a doctor's note indicating a medical necessity to sit, plus its policy of failing to provide sufficient suitable seating in reasonable proximity to the work area, violated Labor Code § 1198.

THIRTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ*.

(On Behalf of the UCL Class)

(Against All Defendants)

156. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

157. Business & Professions Code § 17200 provides, in pertinent part, "unfair competition shall mean and include any unlawful, unfair or fraudulent business act." Defendants have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving the members of the UCL Class of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

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

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

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

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

162. Plaintiffs have suffered injury in fact and have lost money or property as a result of such unfair competition.

163. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the unfair practices complained of herein. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ, and utilize the employment practices outlined in the preceding paragraphs.

164. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

FOURTEENTH CAUSE OF ACTION

PENALTIES UNDER LABOR CODE § 2699

(On Behalf of the Plaintiffs, the State, and the Aggrieved Employees)

(Against All Defendants)

165. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

166. Plaintiffs and the Employees in the Class are also aggrieved employees as defined under Labor Code § 2699(c)(1) in that they suffered the violations alleged in this Complaint and either were or are employed by Defendants ("Aggrieved Employees") during the relevant time period. As such, Plaintiffs and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,

including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.2, 226.4, 226.7, 245, 246, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2802, and 2698 *et seq*., including as follows:

(a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements: For failure to provide Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a 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, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 212, 227.3, 551, 552, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

168. Plaintiff MIXON has exhausted her administrative remedies by submitting a certified letter to the LWDA and Defendants on June 18, 2026 (LWDA-CM-1185254-26) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided

notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiffs add this claim seeking penalties under the PAGA for the violations addressed herein and in the original and amended PAGA Notice letters and the original Complaint. On July 14, 2026, through a supplemental filing, LWDA Case No. (LWDA-CM-1185254-26) was amended to add Plaintiff MINOR and her claims. Additionally, on September 22, 2026, through another supplemental filing, LWDA Case No. (LWDA-CM-1185254-26) was amended to add Plaintiff WILLIAMSON and her claims. The supplemental filings have been served on Defendants through certified mailing as required under the Act, and Defendants are fully on notice of Plaintiffs' PAGA claims.

169. Further, as of July 21, 2026 (33 calendar days after Plaintiff MIXON's LWDA letter was mailed to Defendants via certified mail), Plaintiff MIXON has not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken, and there has been no response to the amended PAGA Notice Letters adding MINOR and WILLIAMSON. As such, Plaintiffs have complied with Labor Code § 2699.3(c) and are authorized to commence a civil action that includes a cause of action under Labor Code § 2699.

170. As also addressed above, Plaintiffs, on behalf of the Aggrieved Employees, also seek the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages…

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare

Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For the Court to issue an Order certifying the Classes herein, appointing the named Plaintiffs as representative of all others similarly situated, and appointing all law firms representing all named Plaintiffs as counsel for the members of the Classes;

2. As to the First Cause of Action for Failure to pay minimum wages: For recovery of compensatory damages for all unpaid minimum wages due and owing at the appropriate rate for all work performed; and liquidated damages as authorized by Labor Code § 1194.2(a), from at least four (4) years prior to the filing of this action, according to proof;

3. As to the Second Cause of Action for Failure to pay wages and overtime: For recovery of compensatory damages of all unpaid overtime and double-time due and owing at the appropriate rates for all worked performed from at least four (4) years prior to the filing of this action, according to proof;

4. As to the Third Cause of Action for Failure to Pay on-call time: For recovery of the unpaid balance of the full amount of the unpaid on-call pay due and owing, according to proof;

5. As to the Fourth Cause of Action for Failure to authorize and permit meal periods: For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

6. As to the Fifth Cause of Action for Failure to authorize and permit rest periods: For one (1) hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided, pursuant to Labor Code § 226.7 and applicable Wage Orders;

7. As to the Sixth Cause of Action for Failure to timely furnish accurate itemized wage statements: For recovery of statutory penalties as authorized by Labor Code § 226(e);

8. As to the Seventh Cause of Action for Violation of Labor Code § 204: For recovery of statutory damages as authorized by Labor Code §§ 204 and/or 210;

9. As to the Eighth Cause of Action for Violation of Labor Code § 203: For recovery of waiting time penalties for all former Employees of the Termination Class as authorized by Labor Code § 203;

10. As to the Ninth Cause of Action for Illegal wage deductions under Labor Code § 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable penalties under Labor Code § 225.5;

11. As to the Tenth Cause of Action for Violation of Labor Code §§ 245, 246. For recovery of penalties pursuant to Labor Code §§ 245, 246;

12. As to the Eleventh Cause of Action for Failure to reimburse necessary business expenses: For restitution of the unpaid balance for all necessary expenditures and losses incurred in direct consequence of the discharge of Defendants' duties; and interest thereon at the same rate as judgments in civil actions, accruing from the date on which each member of the Reimbursements Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);

13. As to the Twelfth Cause of Action for Failure to provide suitable seating: For recovery of penalties pursuant to Labor Code § 1198.

14. As to the Thirteenth Cause of Action for Violation of Business & Professions Code § 17200 *et seq*.: For an accounting, under administration of Plaintiffs and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants; an order requiring Defendants to identify each of the members of the Classes by name, home address, home telephone number and, if available, email address; an order requiring Defendants to make full restitution and payment under California law; an order for a preliminary and/or permanent injunction prohibiting Defendants from engaging in the acts complained of herein; the creation of an administrative process wherein each injured member of the Classes may submit a claim in order to receive his/her money;

and all other appropriate injunctive, declaratory and equitable relief;

15. As to the Fourteenth Cause of Action for Penalties Under Labor Code § 2699: As applicable, for civil penalties under Labor Code § 2699(f), In addition to and entirely independent and apart from penalties in the Labor Code and for Labor Code violations with or without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, and/or $200 for each aggrieved employee per pay period for each violation that arises from any policy or practice that the LWDA or any court has determined was unlawful, and/or each malicious, fraudulent, or oppressive violations; and

16. As to All Causes of Action: For an award of reasonable attorneys' fees and costs incurred; pre-judgement and post-judgment interest, and such other and further relief as this Court may deem just and proper.

DATED: October 29, 2026

D.LAW, INC.

By: _____

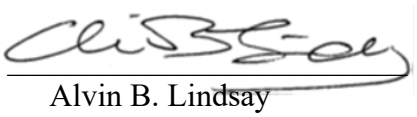
Alvin B. Lindsay
William Tran
Nicholas Demirjian
Attorneys for Plaintiffs JAZMINE UNIQUE MIXON, TANYA MARIE AGUIRRE MINOR, MARISSA NICOLE WILLIAM and all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiffs JAZMINE UNIQUE MIXON, TANYA MARIE AGUIRRE MINOR, MARISSA NICOLE WILLIAMSON hereby demand trial of their claims by jury to the extent authorized by law.

DATED: October 29, 2026

D.LAW, INC.

By: 

Alvin B. Lindsay
William Tran
Nicholas Demirjian
Attorneys for Plaintiffs JAZMINE UNIQUE MIXON, TANYA MARIE AGUIRRE MINOR, MARISSA NICOLE WILLIAMSON, and all others similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101.

On October 29, 2026, I served the foregoing: **SECOND AMENDED CLASS ACTION COMPLAINT** on Interested Parties in this action as follows:

Kristin Walker-Probst
kristin.walker-probst@wbd-us.com
Courtney C. Wenrick
courtney.wenrick@wbd-us.com
WOMBLE BOND DICKSON (US) LLP
400 Spectrum Center Drive, Suite 1700
Irvine, CA 92618

[ ] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Pasadena, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (VIA ELECTRONIC MAIL) Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 29, 2026, at Pasadena, California.

Sasha Zambrano