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County of Sonoma
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8 Attorneys for Plaintiff JENNIFER ELIZABETH HOLOHAN,
on behalf of herself and all others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SONOMA**

12 JENNIFER ELIZABETH HOLOHAN, an
individual, on behalf of herself and others
13 similarly situated,

14 Plaintiff,

15 vs.

16 TRAVEL + LEISURE OPERATIONS, INC., a
Delaware stock corporation dba TRAVEL
17 LEISURE RESORT; TRAVEL + LEISURE
RESORT DEVELOPMENT, INC., a Delaware
18 stock corporation; TRAVEL + LEISURE CO.,
a California business entity of unknown form;
19 WYNDHAM DESTINATIONS, a California
business entity of unknown form; and DOES 1
20 through 50, inclusive,

21 Defendants.
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Case No.: 26CV04618

CLASS ACTION

Assigned for All Purposes To:
Hon. Dana Beernink Simonds
Dept.: 18

**FIRST 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 Provide Meal Periods Under Labor Code § 226.7;
4. Failure To Authorize and Permit Rest Periods Under Labor Code § 226.7;
5. Failure To Timely Furnish Accurate Itemized Wage Statements Under Labor Code § 226;
6. Violation of Labor Code § 204;
7. Violation of Labor Code § 203;
8. Illegal Wage Deductions Under Labor Code § 221;
9. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
10. Violation of Business & Professions Code § 17200 *et seq.*; and
11. Penalties under PAGA Labor Code § 2698, *et seq.*

DEMAND FOR JURY TRIAL

Complaint Filed: June 9, 2026
Trial Date: None Set

1 Plaintiff JENNIFER ELIZABETH HOLOHAN (hereinafter “Plaintiff”), on behalf of herself
2 and other similarly situated non-exempt employees employed by Defendants within the state of
3 California during the relevant time period (collectively, “Employees”; individually, “Employee”),
4 hereby files this Complaint asserting class and individual claims against Defendants TRAVEL +
5 LEISURE OPERATIONS, INC., a Delaware stock corporation dba TRAVEL LEISURE RESORT;
6 TRAVEL + LEISURE RESORT DEVELOPMENT, INC., a Delaware stock corporation; TRAVEL
7 + LEISURE CO., a California business entity of unknown form; WYNDHAM DESTINATIONS,
8 a California business entity of unknown form; and DOES 1 to 50 (collectively referred to as
9 “Defendants”). Plaintiff is informed and believes, and on the basis of that information and belief,
10 alleges as follows:

11 **INTRODUCTION**

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

16 2. Plaintiff’s action seeks damages including full restitution from Defendants as a result
17 of Defendants’ unlawful, fraudulent, and/or unfair business practices.

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

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

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PARTIES

5. Plaintiff is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

6. Plaintiff worked for Defendants as a Sales Representative from on or around December 2025 through February 2026, providing travel leisure and resort services and sales and other related services to Defendants' customers at their Windsor Golf Course and facilities in Sonoma County.

7. Plaintiff seeks recovery herein from Defendants because with regard to Plaintiff, while acting for Defendants in her capacity as an hourly, non-exempt Sales Representative, 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. Failed to reimburse necessary business expenses; and
- j. Conducted unfair business practices.

8. Defendant TRAVEL + LEISURE OPERATIONS, INC. dba TRAVEL LEISURE RESORT ("TRAVEL + LEISURE OPERATIONS, INC.") is a Delaware stock corporation that lists its principal address as 501 W. Church Street, Orlando, Florida 32805 with the California Secretary of State. "TRAVEL LEISURE RESORT" is the named employer listed in wage statements Defendants issued to Plaintiff from December 26, 2025, through January 29, 2026. Further, Plaintiff's paystubs during the aforementioned period list the same employer address as the one registered with the California Secretary of State.

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1 9. Defendant TRAVEL + LEISURE RESORT DEVELOPMENT, INC. is a Delaware
2 stock corporation that lists the same principal address as TRAVEL LEISURE RESORT with the
3 California Secretary of State. TRAVEL LEISURE RESORT DEVELOPMENT, INC. is a named
4 employer listed on the wage statements issued to Plaintiff from December 5, 2025, through
5 December 25, 2025. Further, Plaintiff's paystubs during the aforementioned period list its employer
6 address as 6277 Sea Harbor Drive, Orlando, Florida 32821. Given that the name of the listed
7 employer on wage statements issued to Plaintiff, and upon information and belief the other Class
8 members, is different depending on the month issued and may refer to other similar or related
9 entities, Plaintiff and the Class members were confused as to the identity of their actual employer.

10 10. Defendant TRAVEL + LEISURE CO is a California business entity of unknown
11 origin that lists an office address as 501 W. Church Street, Orlando, Florida 32805 on their website.
12 Upon information and belief, Defendant TRAVEL + LEISURE CO was a direct and joint employer
13 of Plaintiff throughout her employment with Defendants. Upon information and belief, wage
14 statements issued by Defendants included a TRAVEL + LEISURE CO logo but did not otherwise
15 list it as an employer. To the extent it has been an employer of Plaintiff, Defendant TRAVEL &
16 LEISURE CO failed to list its address on the wage statements issued to Plaintiff. Defendant
17 WYNDHAM DESTINATIONS is a California business entity of unknown origin and form that
18 displays Defendant TRAVEL + LEISURE CO on their company website, with the same principal
19 address listed with the California Secretary of State. Moreover, several of Plaintiff's onboarding
20 documents from Defendants list WYNDHAM DESTINATIONS as her employer. Upon
21 information and belief, Defendants named herein are affiliated with one another through common
22 ownership, management, control, and/or integrated business operations. Plaintiff is further informed
23 and believes, and thereon alleges, that each Defendant acted as Plaintiff's employer and/or joint
24 employer, and also as an integrated enterprise, alter ego, agent, principal, and/or successor of the
25 other Defendants.

26 11. DOES 1 to 50, inclusive are now and/or at all times mentioned in this Complaint
27 were licensed to do business and/or actually doing business in California. Plaintiff does not know
28 the true names or capacities, whether individual, partner or corporate, of DOES 1 to 50, inclusive

1 and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil
2 Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to allege such names
3 and capacities as soon as they are ascertained.

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

9 13. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
10 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

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

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

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

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

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

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20. 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. Venue is proper in Sonoma 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.

23. During Plaintiff's employment with Defendants, she worked as a Sales Representative at Defendants' Windsor Golf Club and facilities in Sonoma County providing travel and leisure and resort related products and services and sales to Defendants' customers. Plaintiff's job duties included meeting with prospective customers, presenting Defendants' issued "sales process" to customers, responding to customer inquiries, and maintaining off-the-clock work-related relationships with customers.

1 25. With regard to Plaintiff and the Class Members, Defendants have committed the
2 following violations:

3 a. **Failure to pay minimum wages.** Defendants' policy and practice of requiring
4 systematic off-the-clock work flowed in part from their unlawful expectations and timekeeping
5 practices. During her employment with Defendants', Plaintiff worked as a Timeshare Sales
6 Representative and was required to learn, memorize, and implement Defendants' mandated sales
7 process. Defendants maintained rigorous performance expectations and required sales
8 representatives to become proficient in the sales process to successfully perform their job duties.
9 However, Defendants did not provide sufficient time during scheduled work hours for Plaintiff to
10 learn, practice, and/or master the required sales process, much less efficiently execute it. Instead,
11 Defendants knew or should have known that Plaintiff and similarly situated employees were
12 required to spend time before and after their scheduled shifts studying, rehearsing, and practicing
13 the sales process to meet Defendants' expectations and perform their duties successfully. Despite
14 requiring and benefiting from this work, Defendants failed to record and compensate Plaintiff and
15 other employees for this time when they were performing job duties under Defendants' control.

16 Additionally, Defendants did not provide Plaintiff with all legally compliant meal periods as
17 required under California Law. Due to Defendants' understaffing practices and demanding
18 workload, Plaintiff was frequently required to take late, interrupted, or shortened meal periods, or
19 was not provided a meal period at all when working shifts of five to six hours. Moreover, Plaintiff
20 was often required to remain on duty and continue working while clocked out for meal periods in
21 order to meet Defendants' rigorous job demands. Upon submission of the time entries to managers,
22 there were no other mechanisms in place for Plaintiff and the Class Members to ensure that their
23 time records were accurate or not modified or adjusted. Defendants had the capacity and systems in
24 place to pay Plaintiff and the Class Members on an hourly basis as non-exempt employees, and to
25 record if and when they were taking their required meal and rest breaks, but they instead underpaid
26 Plaintiff and the Class Members under their undefined and confusing compensation system and
27 systematically underpaid wages due and owing to Plaintiff and her similarly situated co-workers.

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1 Additionally, Defendants required Plaintiff to carry her personal cellphone with her at all
2 times and company-issued iPad during her work shifts, and Defendants exerted control over
3 Employees during their unpaid meal periods and unlawfully off-duty rest breaks and after work
4 hours, to conduct work-related activities and complete her ongoing job duties, including when
5 responding to work-related communications from management and using Defendants' required
6 work apps Defendants required her to download. Plaintiff was also required to complete
7 approximately 60 hours of company required training on the iPad Defendants issued her and her
8 personal cellular phone, but Defendants unlawfully required her to complete this mandatory
9 employment pre-requisite while off the clock after hours and on the weekends and without
10 compensation. Thus, Plaintiff worked more hours than she was scheduled and paid for, including
11 hours during her meal and rest breaks, which were consistently interrupted or missed due to heavy
12 work demands. Upon information and belief, other Employees of the Class were subjected to the
13 same policies and practices uniformly applied and implemented by Defendants. Upon information
14 and belief, Defendants further failed to pay all wages for all hours worked by Plaintiff and the Class
15 members by underpaying or not paying commission wages and by not paying sick pay and meal
16 period premiums and other types of wages at the required regular rate of pay by failing to include
17 all forms of remuneration in it.

18 **b. Failure to pay wages and overtime.** Overtime hours were generally not
19 allowed, but Plaintiff and the Class Members were often compelled to work many regular and
20 overtime hours off-the-clock and without compensation, as addressed above. Plaintiff and the Class
21 Members were therefore not paid for all their hours worked at the required minimum, overtime, and
22 double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of
23 requiring them to work off the clock and without pay. Defendants systematically miscalculated the
24 underlying regular rate for overtime and underpaid Plaintiff and the Class Members by failing to
25 include all forms of remuneration, including "Salerep Comm," "Mealbrkbasrate," "Californsckadj,"
26 and other form of non-discretionary remuneration received in the regular rate. Defendants therefore
27 failed to pay all wages for all hours worked at the required overtime rates for all hours over eight in
28 a work shift or over forty in a work week, and all hours over twelve in a day at the required double

1 time rate. Plaintiff and other sales representatives were paid commissions in addition to their hourly
2 pay from Defendants, and these payments were a non-discretionary bonus payment tied to sales. To
3 the extent Defendants failed to include all such bonuses in the regular rate used to calculate and pay
4 overtime, Defendants committed ongoing and systematic violations by failing to pay all overtime
5 wages due and owing for all hours worked and in light of all types of non-discretionary
6 remuneration.

7 Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
8 present, Defendants had a consistent policy or practice of failing to pay Employees for all hours
9 worked and failing to pay minimum and overtime wages for all time worked. Also, from at least
10 four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent
11 policy or practice of failing to pay Employees overtime compensation at premium overtime rates
12 for all hours worked in excess of eight hours a day and/or forty hours a week and double-time rates
13 for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the
14 corresponding sections of IWC Wage Orders.

15 To the extent Defendants paid any overtime premium wages for any hours worked by
16 Plaintiff and the Class members, they failed to begin paying it when owed due to off-the-clock work
17 pre-shift and during meal periods. Additionally, to the extent Defendants paid bonuses or any other
18 form of additional remuneration beyond hourly rates, they failed to include these amounts in the
19 regular rate used to calculate and pay Plaintiff and the Class members the overtime hours Defendants
20 did pay.

21 **c. Failure to authorize and permit meal periods.** Defendants failed to provide
22 Plaintiff and the Class Members with all legally required unpaid, off-duty meal periods, in violation
23 of the applicable Wage Orders and the Labor Code. At all relevant times, Defendants did not have
24 a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods
25 or which authorized and permitted all legally required paid, off-duty meal periods to Plaintiff and
26 the Class Members.

27 Plaintiff and the Class Members were non-exempt employees who regularly worked
28 shifts in excess of five (5) hours and, on many occasions, shifts exceeding ten (10) hours. Despite

1 this, they were often required to do so without receiving a lawful and timely meal break or were
2 required to take shortened meal and rest breaks, or none at all, in order to keep up with work
3 demands and job duties and job requirements and pressure placed upon them by Defendants'
4 management. More specifically, Defendants required Plaintiff and the Class Members to perform
5 off-the-clock work in a manner that would impact their timing and ability to take meal periods,
6 including requiring them to respond to work-related calls, inquiries, and other demands during
7 breaks. These practices evidenced the control that Defendants exerted over Plaintiff and the Class
8 members and resulted in further systematic and ongoing meal period violations.

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

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

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1 For at least four years prior to the filing of this action and continuing through to the
2 present, Plaintiff and the Class Members were unable to take off duty meal breaks or were otherwise
3 not provided with the opportunity to take required breaks as required under the Labor Code and
4 Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the
5 Class Members were provided with a meal period, it was often untimely, interrupted, or
6 impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.
7 Additionally, Defendants also failed to pay Employees "premium pay," i.e., one hour of wages at
8 each Employee's effective regular rate of compensation for each meal period that Defendants failed
9 to provide or deficiently provided.

10 **d. Failure to authorize and permit rest periods.** Defendants failed to authorize
11 and permit Plaintiff and the Class Members to take duty-free, net ten minute rest breaks for every
12 four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class
13 Members were either not authorized permitted the opportunity to take a rest break or were required
14 to remain under Defendants' control and respond to calls and instructions from management and
15 job demands if and when they even attempted to take one. To the extent Defendants were required
16 to compensate Plaintiff for non-productive time during rest breaks under a commission based
17 payment program, Defendants failed to do so and thus committed further wage violations. Upon
18 information and belief and given the control they exerted over Plaintiff and the Class members
19 during breaks, Defendants thus also failed to authorize and permit employees to leave the premises
20 during rest breaks, further evidencing Defendants' policy and practice of requiring Plaintiff and the
21 Class Members to remain under their control during required off-duty rest break times.

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

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

8 During rest periods, employers must relieve employees of all duties and relinquish
9 control over how employees spend their time. Plaintiff and the Class Members were and are under
10 Defendants' control when they are working through rest breaks and are unable to use their rest break
11 time as they saw fit. Defendants failed to provide rest breaks, but in the event that Plaintiff attempted
12 to take one, the rest breaks were either impermissibly shortened or untimely meal and rest breaks to
13 Plaintiff and the Class Members. Plaintiff and the Employees in the Class were thus not authorized
14 and permitted to take lawful rest periods, were systematically required by Defendants to work
15 through or during breaks, and were not provided with one hour's wages in lieu thereof. They were
16 required to remain on-duty during breaks or portions of their breaks, thus making rest breaks either
17 untimely or shortened and on-duty, and they were also prevented from leaving the premises and
18 otherwise were required to remain under Defendants' control during rest breaks under Defendants'
19 uniformly applied policies and practices. Defendants also failed to pay Employees "premium pay,"
20 i.e., one hour of wages at each Employee's effective regular rate for rest break violations.

21 **e. Failure to timely furnish accurate itemized wage statements.** Defendants have
22 consistently failed to provide Plaintiff and the Class Members with timely, accurate, and itemized
23 wage statements, in writing, as required by California wage-and-hour laws. More specifically,
24 Defendants also failed to provide Plaintiff and the Class Members with complete and accurate wage
25 statements, as those provided failed to show, among other things, the correct wage rates and wages
26 owed for time worked, including, allocation of lawfully required, paid, and off-duty rest periods.
27 California Labor Code § 226 provides that every employer shall furnish each of his or her employees
28 with an accurate itemized wage statement in writing showing, among other things, gross wages

1 earned and all applicable hourly rates in effect during the pay period and the corresponding amount
2 of time worked at each hourly rate. The wage statements Defendants provided to Plaintiff and the
3 Class Members failed to list or to accurately list the wage rates or the hours worked at those rates
4 during the pay period which led to the calculated pay listed by Defendants without any further detail.

5 In addition to derivative violations, Defendants also committed facial violations of Labor
6 Code § 226 by providing wage statements to Class Members that failed to show or otherwise list
7 and comply with the specific requirements of Labor Code §§ 226(a)(1) through 226(a)(9). More
8 specifically, Defendants failed to accurately list the Employer and the Employer's address on wage
9 statements they issued throughout the Class period, resulting in direct violations of Labor Code §
10 226(a)(8). Additionally, Defendants issued wage statements that lists types of non-discretionary
11 compensation, including "Salerep Comm," "Mealbrkbasrate," "Californsckadj," and listed an
12 amount of payment, but failed to list the applicable rates of pay in violation of Labor Code §
13 226(a)(9). Defendants also failed to accurately report all hours worked under Labor Code §
14 226(a)(2) by all the off the clock work addressed above, and failed to accurately pay all gross wages
15 earned under Labor Code § 226(a)(1) and failure to accurately list hourly and overtime rates under
16 Labor Code § 226(a)(9) by failing to include all remuneration in the regular rate used to calculate
17 and pay overtime wages, sick pay, meal period premium payments and the like.

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

25 **f. Violation of Labor Code § 204.** Defendants required Plaintiff and the Class
26 Members to work off-the-clock without proper compensation, including time worked after clocking
27 out of shifts or during meal, rest, and recovery periods, thereby resulting in unlawful on-duty meal
28 and rest periods. Defendants also failed to pay all overtime premium wages owed for work

1 performed during a work shift and a workweek, as alleged above. As a result, Defendants maintained
2 a uniform and consistent policy and practice of failing to timely pay all wages owed to Plaintiff and
3 Class Members, in violation of California wage-and-hour laws, including Labor Code § 204.

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

10 **h. Illegal wage deductions under Labor Code § 221.** Defendants have
11 consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees'
12 earned wages, including by the above described off-the-clock work and other wage violations,
13 including requiring on-duty work during unpaid meal breaks. Defendants have consistently and
14 unlawfully collected or received wages from Employees by not compensating Plaintiff and the Class
15 Members for all hours worked, including on-duty meal periods they were required to endure under
16 Defendants' policies and practices. Defendants thus unlawfully deducted wages earned by and owed
17 to Plaintiff and the Class members, in violation of Labor Code § 221.

18 **i. Failure to reimburse necessary business expenses.** From at least four years
19 prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required
20 Plaintiff and the Class Members to incur necessary business expenses in the course of performing
21 their required job duties without reimbursement. These expenses included the use of personal cell
22 phones for work-related activities, such as timekeeping, and communications with management and
23 clients, as required by Defendants. Moreover, Defendants required Plaintiff and the Class Members
24 to purchase office supplies such as paperweights and stamps for their work-duties. Plaintiff's wage
25 statements do not reflect reimbursements for these and other such necessary business expenses.
26 Defendants were required to reimburse Plaintiff and the Class Members for all necessary work
27 related expenditures pursuant to Labor Code § 2802, but they systematically failed to do so.

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j. 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 Plaintiff and the Class Members. Thus, Plaintiff and the Class Members seek injunctive relief, restitution, and disgorgement of all such benefits pursuant to Business and Professions Code §§ 17200-17208.

26. In light of the foregoing, Plaintiff 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, 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.*

27. 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 Plaintiff and the Class Members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff 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

28. 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.” Plaintiff brings this suit as a class action under Code of Civil Procedure § 382.

29. Plaintiff seeks 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 sales representatives and other employees providing sales and travel and leisure resort related services to Defendants’ customers, and those in similar and related

positions. Further, Plaintiff 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. Meal Period Class. All Class members who were subjected to Defendants' policies and practices regarding meal periods as specifically described herein

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

e. Class 5. Wage Statement Class. All Class members who were subjected to Defendants' policies and practices regarding itemized wage statements as specifically described herein.

f. Class 6. 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.

g. Class 7. 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.

h. Class 8. Unauthorized Deductions from Wages Class. All Class members who were subjected to Defendants' policies and practices regarding wage deductions as specifically described herein.

i. Class 9. Expense Reimbursement Class. All Class members who were subjected to Defendants' policies and practices regarding business expense reimbursement as specifically described herein.

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1 j. Class 10. UCL Class. All Class members who are owed restitution as a result
2 of Defendants' business acts and practices, to the extent such acts and practices are found to be
3 unlawful, deceptive, and/or unfair.

4 30. **The Minimum Wage Class, Overtime Class, Meal Period Class, Rest Period**
5 **Class, Wage Statement Class, Failure to Timely Pay Class, Termination Pay Class,**
6 **Unauthorized Deductions from Wages Class, Expense Reimbursement Class, and UCL Class**
7 are herein collectively referred to as the "Classes."

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

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

17 **A. Numerosity**

18 33. The potential quantity of members of the Class as defined are so numerous that
19 joinder of all the Class members is unfeasible and impracticable. The disposition of the claims of
20 the members of the Classes through this class action will benefit both the parties and this Court. The
21 precise quantity of the members of the Classes is unknown to Plaintiff at this time. However,
22 Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this
23 lawsuit employed, at least hundreds of Employees who satisfy the Class definitions within the State
24 of California. Plaintiff asserts that the quantity and identity of such membership is readily
25 ascertainable via inspection of Defendants' employment records.

26 **B. Commonality**

27 34. There are common question of law and fact as to the members of the Classes which
28 predominate over any questions affecting only individual members of the Classes. The common

1 questions are numerous and substantial and flow from Defendants' uniform policies and/or practices
2 of violating the California Labor Code addressed above. As such, these common questions
3 predominate over individual questions concerning each individual Class Member's showing as to
4 his or her eligibility for recovery or as to the amount of damages. These common questions of law
5 and fact include:

- 6 a. Whether Defendants failed to pay Employees minimum wages, including for all
7 hours worked;
- 8 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 9 c. Whether Defendants failed to pay Employees overtime as required under Labor
10 Code § 510;
- 11 d. Whether Defendants violated Labor Code § 1194 by failing to compensate all
12 Employees during the relevant time period for all hours worked, whether regular
13 or overtime;
- 14 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
15 IWC Wage Orders, by failing to provide Employees with requisite meal periods
16 or premium pay in lieu thereof;
- 17 f. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
18 Orders, by failing to authorize and permit Employees to take requisite rest breaks
19 or cooldown periods or provide premium pay in lieu thereof;
- 20 g. Whether Defendants' conduct was willful;
- 21 h. Whether Defendants violated Labor Code § 226(a) by providing Employees with
22 inaccurate wage statements and wage statements that omitted many of the Section
23 226(a) requirements;
- 24 i. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
25 wages earned at least twice monthly;
- 26 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
27 wages and compensation due and owing at the time of termination of
28 employment;

- k. Whether Defendants violated Labor Code § 221;
- l. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- n. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*;
- o. Whether the members of the Classes are entitled to injunctive relief;
- p. Whether the members of the Classes are entitled to restitution;
- q. Whether Defendants are liable for attorneys' fees and costs; and
- r. 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

35. The claims of the named Plaintiff are typical of the claims of all members of the Classes she seeks 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. Plaintiff's claims, including, but not limited to, unpaid off-the-clock work, and meal and rest break violations that she was required to endure are typical of those of the other members of the Classes.

D. Adequacy of Representation

36. Plaintiff is an adequate representative of the Classes she seeks to represent, will fairly and adequately protect the interests of the members of the Classes, has 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

37. The nature of this action and the nature of the laws available to Plaintiff 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.

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

6 39. If each member of the Classes was required to file an individual lawsuit, Defendants
7 would gain an unconscionable advantage because Defendants would be able to exploit their vastly
8 superior financial and legal resources and overwhelm the limited resources of each individual
9 member of the Classes. Requiring each member of the Classes to pursue an individual remedy would
10 also discourage the assertion of lawful claims by members of the Classes who would be disinclined
11 to pursue a lawsuit against Defendants because of an appreciable and justifiable fear of retaliation
12 and permanent harm to their lives, careers, and well-being.

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

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

25 42. Moreover, the individual claims of the members of the Classes are not sufficiently
26 large enough to warrant vigorous individual prosecution when considering all of the concomitant
27 costs and expenses attendant thereto. Courts routinely fashion methods to manage individual
28 questions when seeking to preserve efficiencies and other benefits of class actions. Nevertheless,

1 the Supreme Court of California has expressly urged trial courts to employ innovative procedural
2 tools to certify and manage class actions, consistent with their obligation to ensure that such actions
3 remain fair, efficient, and manageable.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGES**

7 **(On Behalf of the Minimum Wage Class)**

8 **(Against All Defendants)**

9 43. Plaintiff incorporates by reference and realleges each and every one of the allegations
10 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

11 44. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in
12 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
13 the rate of no less than one and one-half times the regular rate of pay for any employee.”

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

15 46. Labor Code § 1194(a) states, “Notwithstanding any agreement to work for a lesser
16 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
17 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
18 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
19 attorney’s fees, and costs of suit.”

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

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

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

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

- 5 a. Requiring the members of the Minimum Wage Class to engage in off-the-clock
6 work-related tasks after clocking out for the end of their shifts;
- 7 b. Requiring the members of the Minimum Wage Class to engage in off-the-clock
8 work-related tasks during their scheduled meal periods; and
- 9 c. Requiring the members of the Minimum Wage Class to use their personal mobile
10 devices for work-related tasks, including before and/or after their shifts.

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

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

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

26 54. Under Labor Code § 1194.2(a) (which provides that in any action under Labor Code
27 § 1194, an employee shall be entitled to recover liquidated damages), the members of the Wage
28 Class seek recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and

1 interest thereon.

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

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

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

9 **SECOND CAUSE OF ACTION**
10 **FAILURE TO PAY OVERTIME WAGES**
11 **(On Behalf of the Overtime Class)**
12 **(Against All Defendants)**

13 58. Plaintiff incorporates by reference and realleges each and every one of the allegations
14 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

15 59. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in
16 one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at
17 the rate of no less than one and one-half times the regular rate of pay for any employee."

18 60. Labor Code § 1194(a) states: "Notwithstanding any agreement to work for a lesser
19 wage, any employee receiving less than the legal minimum wage or the legal overtime compensation
20 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full
21 amount of this minimum wage or overtime compensation, including interest thereon, reasonable
22 attorney's fees, and costs of suit."

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

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

- 27 a. Administered a uniform company policy and practice as to the pay policies
28 regarding Plaintiff and the members of the Overtime Class; and

1 b. Scheduled to work and in fact required Plaintiff and the members of the Overtime
2 Class to work in excess of eight hours per workday and/or in excess of 40 hours
3 per workweek without paying overtime compensation for all hours they were
4 under Defendants' control.

5 c. Paid the Overtime Class various additional forms of non-discretionary
6 remuneration, including, but not limited to, bonuses; and yet

7 d. Failed to pay the Plaintiff and the members of the Overtime Class at the legal rate
8 reflecting all applicable forms of remuneration for all overtime hours worked as
9 required by law.

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

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

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

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

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS**

23 **(On Behalf of the Meal Period Class)**

24 **(Against All Defendants)**

25 67. Plaintiff incorporates by reference and realleges each and every one of the allegations
26 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

27 68. Labor Code § 226.7(b) provides that "An employer shall not require an employee to
28 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or

1 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
2 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

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

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

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

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

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

1 Defendants agreeing to an on-duty paid meal period.

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

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

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

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

20 **(On Behalf of the Rest Period Class)**

21 **(Against All Defendants)**

22 77. Plaintiff incorporates by reference and realleges each and every one of the allegations
23 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

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

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

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

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

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

24 85. As a matter of Defendants’ established company policy, Defendants failed to always
25 authorize and permit legally compliant rest periods. Defendants did not authorize and permit rest
26 periods for shifts every four hours or major fraction thereof, failed to relinquish control over how
27 employees spent their break time, required the members of the Rest Period Class to carry personal
28 cellphones, prevented the members of the Rest Period Class from taking uninterrupted rest periods,

1 exerted coercion against the taking of legally protected breaks, and/or forbid members of the Rest
2 Period Class from leaving Defendants' facilities.

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

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

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

14 **(On Behalf of the Wage Statement Class)**

15 **(Against All Defendants)**

16 88. Plaintiff incorporates by reference and realleges each and every one of the allegations
17 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

26 90. Further, the IWC Wage Orders § 7(A) states in pertinent part, "(A) Every employer
27 shall keep accurate information with respect to each employee including the following: (3) Time
28 records showing when the employee begins and ends each work period. Meal periods, split shift

1 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll
2 period and applicable rates of pay....”

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

8 92. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
9 Orders § 7(A), and as addressed in detail above, Defendants did not and still do not furnish each of
10 the members of the Wage Statement Class with an accurate itemized statement in writing showing
11 (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages
12 earned and/or (5) all applicable hourly rates in effect during each respective pay period and the
13 corresponding number of hours worked at each hourly rate by each respective individual.

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

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

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

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

12 97. The actual injuries suffered by the members of the Wage Statement Class as a result
13 of Defendants' knowing and intentional failure to provide accurate records for the members of the
14 Wage Statement Class include but are not limited to:

- 15 a. Confusion over whether they received all wages owed them by Defendants;
- 16 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 17 c. Being forced to engage in mathematical computations to analyze whether
18 Defendants' wages in fact compensated for all hours worked;
- 19 d. The inability to accurately calculate wage rates complicated by the fact that wage
20 statement information required by Labor Code § 226 is missing;
- 21 e. That such practice prevents the members of the Wage Statement Class from being
22 able to effectively challenge information on their wage statements; and/or
- 23 f. The difficulty and expense of filing and maintaining this lawsuit, and the
24 discovery required to collect and analyze the very information the law requires.

25 98. Under Labor Code § 226(e), the members of the Wage Statement Class are entitled
26 to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00
27 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of
28 \$4,000.00.

99. 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.

100. 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.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(On Behalf of the Failure to Timely Pay Class)
(Against All Defendants)

101. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

102. 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.”

103. 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).

104. Defendants had a consistent and uniform policy, practice, and procedure of failing to comply with Labor Code § 204 with regard to Plaintiff and the members of the Failure to Timely Pay Class. Thus Plaintiff and the members of the Failure to Timely Pay Class are entitled to recovery

1 under Labor Code §§ 204 and/or 210.

2 **SEVENTH CAUSE OF ACTION**
3 **VIOLATION OF LABOR CODE § 203**
4 **(On Behalf of the Termination Pay Class)**
5 **(Against All Defendants)**

6 105. Plaintiff incorporates by reference and realleges each and every one of the allegations
7 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

8 106. Labor Code § 203 provides that if an employer willfully fails to pay, without
9 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee
10 who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to
11 30 days from the due date thereof, until paid or until an action therefor is commenced.

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

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

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

20 110. Defendants' willful failure to pay wages to the members of the Termination Pay
21 Class violates Labor Code § 203 because Defendants knew or should have known wages were due
22 to the members of the Termination Pay Class, as set forth above, but Defendants failed to pay them.

23 111. Thus, the members of the Termination Pay Class are entitled to recovery under Labor
24 Code § 203.

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EIGHTH CAUSE OF ACTION
ILLEGAL WAGE DEDUCTIONS UNDER LABOR CODE § 221
(On Behalf of the Unauthorized Deduction Class)
(Against All Defendants)

112. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

113. 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.”

114. 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.

115. 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.

116. 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.

117. 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.

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NINTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES
(On Behalf of the Expense Reimbursement Class)
(Against All Defendants)

118. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

119. 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.”

120. 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.”

121. 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 use of personal cell phones for work-related activities, such as timekeeping, and communications with management, as required by Defendants. Moreover, Defendants required members of the Expense Reimbursement Class to clean and maintain their uniforms for their jobs. Defendants are legally required to reimburse the members of the Expense Reimbursement Class for all necessary expenditures.

122. 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.

123. 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.

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

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

6 **TENTH CAUSE OF ACTION**

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

8 **(On Behalf of the UCL Class)**

9 **(Against All Defendants)**

10 126. Plaintiff incorporates by reference and realleges each and every one of the allegations
11 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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

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

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

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

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

132. Plaintiff has suffered injury in fact and has lost money or property as a result of such unfair competition.

133. Plaintiff seeks 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.

134. Therefore, Plaintiff requests that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct. Furthermore, Plaintiff seeks the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

ELEVENTH CAUSE OF ACTION
PENALTIES UNDER LABOR CODE § 2699
(On Behalf of the Aggrieved Employees)
(Against All Defendants)

135. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

136. Plaintiff 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.

137. As such, Plaintiff 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, 510, 511, 512, 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 Plaintiff 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 Plaintiff 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 Plaintiff 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, ...";

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1 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed,
2 including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201,
3 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor
4 Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the
5 applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code §
6 2699(g)(1);

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

14 (f) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For
15 Labor Code §§ 212, 2810.5, and any above addressed violation of the applicable provisions of the
16 Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code
17 § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
18 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
19 Labor Code § 2699(g)(1).

20 138. In addition, Plaintiff seeks and is entitled to 65% of all penalties obtained under
21 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about
22 their rights and responsibilities under the Labor Code, and 35% to Plaintiff and all other similarly
23 situated aggrieved employees.

24 139. Plaintiff has exhausted her administrative remedies by submitting a certified letter to
25 the LWDA and Defendants on June 9, 2026 (LWDA-CM-1183129-26) addressing in detail the
26 specific provisions of the Labor Code Defendants have violated and addressing the facts and legal
27 theories to support the alleged violations and requested penalties. The LWDA has not provided
28 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date

1 of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations
2 addressed herein and in the PAGA Notice letter and the original Complaint.

3 140. Further, as of July 12, 2026 (33 calendar days after Plaintiff's LWDA letter was
4 mailed to Defendants via certified mail), Plaintiffs have not received from Defendants written notice
5 by certified mail that the alleged violations have been cured, including a description of the actions
6 taken. As such, Plaintiffs have complied with Labor Code § 2699.3(c) and are authorized to
7 commence a civil action that includes a cause of action under Labor Code § 2699.

8 141. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks
9 the penalties and remedies set forth in Labor Code § 558, which states:

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

18 (b) If upon inspection or investigation the Labor Commissioner determines that
19 a person had paid or caused to be paid a wage for overtime work in violation of any provision of
20 this chapter, or any provision regulating hours and days of work in any order of the Industrial
21 Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing,
22 contesting, and enforcing judgments for citations or civil penalties issued by the Labor
23 Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

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

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RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For the Court to issue an Order certifying the Classes herein, appointing the named Plaintiff 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 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;

5. As to the Fourth 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;

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

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

8. As to the Seventh 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;

1 9. As to the Eighth Cause of Action for Illegal wage deductions under Labor Code §
2 221: For restitution and damages of all wages unlawfully withheld or deducted in; and applicable
3 penalties under Labor Code § 225.5;

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

9 11. As to the Tenth Cause of Action for Violation of Business & Professions Code §
10 17200 et seq.: For an accounting, under administration of Plaintiff and/or the receiver and subject
11 to Court review, to determine the amount to be returned by Defendants, and the amounts to be
12 refunded to members of the Classes who are owed monies by Defendants; an order requiring
13 Defendants to identify each of the members of the Classes by name, home address, home telephone
14 number and, if available, email address; an order requiring Defendants to make full restitution and
15 payment under California law; an order for a preliminary and/or permanent injunction prohibiting
16 Defendants from engaging in the acts complained of herein; the creation of an administrative process
17 wherein each injured member of the Classes may submit a claim in order to receive his/her money;
18 and all other appropriate injunctive, declaratory and equitable relief;

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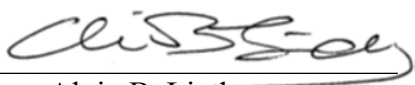
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1 12. As to the Eleventh Cause of Action for Penalties Under Labor Code § 2699: As
2 applicable, for civil penalties under Labor code § 2699(f), in addition to and entirely independent
3 and apart from penalties in the Labor Code and for Labor Code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

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

11
12 DATED: August 13, 2026

D.LAW, INC.

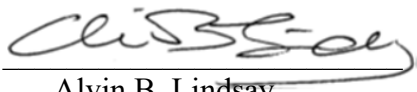
13
14 By 
15 Alvin B. Lindsay
16 William Tran
17 Attorneys for Plaintiff JENNIFER
18 HOLOHAN and all others
19 similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff JENNIFER HOLOHAN hereby demands trial of her claims by jury to the extent authorized by law.

DATED: August 13, 2026

D.LAW, INC.

By 
Alvin B. Lindsay
William Tran
Attorneys for Plaintiff JENNIFER
HOLOHAN 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 August 13, 2026, I served the foregoing: **FIRST AMENDED CLASS ACTION COMPLAINT** on interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

CSC - Lawyers Incorporating Service

Agent for Service of Process for Travel + Leisure Operations, Inc.

2710 Gateway Oaks Drive, Ste 150N

Sacramento, CA 95833

CSC - Lawyers Incorporating Service

Agent for Service of Process for Travel + Leisure Resort Development, Inc.

2710 Gateway Oaks Drive, Ste 150N

Sacramento, CA 95833

Travel + Leisure Co

501 W Church St,

Orlando, FL 32805

Wyndham Destinations

501 W Church St,

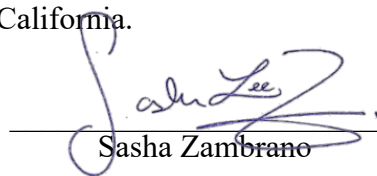
Orlando, FL 32805

☐ **(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.

☒ **(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.

☒ **(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 August 13, 2026, at Pasadena, California.


Sasha Zambrano