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July 23, 2026

Via Online Filing (LWDA)

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Certified Mail (Employers)

Denny's, Inc.
c/o Agent for Service of Process
330 N Brand Blvd
Glendale, CA 91203
Receipt No. 9589 0710 5270 0078 0224 75

Re: NOTICE PURSUANT TO LABOR CODE §§ 2698 et seq.

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiffs Laura Ransome and Itayectsy Quiterio, on behalf of themselves and all other aggrieved employees, give NOTICE to file and/or amend a civil action pursuant to Labor Code Sections 2699, et seq. Plaintiffs hereby give written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Denny's, Inc. Plaintiffs hereby attach the proposed Complaint as though fully set forth herein, setting out the specific provisions of the Labor Code Plaintiffs allege have been violated including the facts and their theories. All labor provisions alleged violated in the Complaint PERTAIN TO ALL ENTITIES AND INDIVIDUALS NAMED IN THE COMPLAINT, even if not specifically specified.

Please advise by certified mail within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you.

If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

Anthony L. Draper

Enclosures: Complaint

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Attorneys for Plaintiffs LAURA RANSOME and ITAYECTSY QUITERIO
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

LAURA RANSOME and ITAYECTSY
QUITERIO, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

DENNY'S, INC., a Florida corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to Pay Lawful Wages**
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof**
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof**
- 4) Failure to Timely Pay Wages During
Employment**
- 5) Failure to Timely Pay Wages at
Termination**
- 6) Failure to Indemnify Employees for
Expenditures**
- 7) Knowing and Intentional Failure to
Comply with Itemized Employee
Wage Statement Provisions**
- 8) Violations of the Unfair Competition
Law**

JURY TRIAL DEMANDED

1
2 Named Plaintiffs allege as follows:

3 **I.**

4 **INTRODUCTION**

5 1. Plaintiffs LAURA RANSOME and ITAYECTSY QUITERIO (“Plaintiffs”) assert
6 the following class action claims, pursuant to Code of Civil Procedure section 382, against
7 Defendant DENNY’S, INC. (“Denny’s”), and Does 1 through 50, inclusive (collectively,
8 “Defendant” or “Defendants”).

9 2. Plaintiffs bring this class action on behalf of themselves and all persons who are
10 or were employed by Defendants as non-exempt, hourly employees at Denny’s in California at
11 any time from four years prior to the filing of this Complaint through resolution or trial of the
12 matter (collectively, the “Class,” “Class Members,” or “Non-Exempt Employees”).

13 3. Defendants implemented uniform policies and practices that deprived Plaintiffs
14 and Class Members of earned wages, failed to provide compliant rest periods, failed to
15 indemnify employees, and failed to pay the premium wages required for such violations.

16 4. Such actions and policies, as described above and further herein, were and
17 continue to be in violation of the California Labor Code. Plaintiffs, on behalf of themselves and
18 all Class Members, bring this action pursuant to the California Labor Code, including without
19 limitation sections 201–203, 204, 218.6, 226, 226.7, 246, 246.5, 510, 1194, 1197, 1198, and
20 2802, and applicable IWC Wage Orders and California Code of Regulations, Title 8, section
21 11000 *et seq.*, seeking unpaid wages, unpaid rest period premium compensation, penalties, and
22 reasonable attorneys’ fees and costs.

23 5. Plaintiffs, on behalf of themselves and all others similarly situated, pursuant to
24 Business and Professions Code sections 17200–17208, also seek restitution from Defendants for
25 their failure to pay Plaintiffs and Class Members all of their wages.

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6. This action is brought as a class action on behalf of Plaintiffs and similarly situated employees of Defendants pursuant to Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimum jurisdictional limits of the Superior Court and will be established according to proof at trial.

8. This Court has jurisdiction over Defendants because, on information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them consistent with traditional notions of fair play and substantial justice. On information and belief, Defendants do business throughout California.

III.
PARTIES

11. The true names and capacities of the Defendants sued herein as Does 1 through 50, inclusive, whether individual, corporate, associate, or otherwise, are currently unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of Civil

1 Procedure section 474. Plaintiffs will seek leave of court to amend this Complaint to reflect their
2 true names and capacities when ascertained.

3 12. On information and belief, Defendants employ Non-Exempt Employees, like
4 Plaintiffs, throughout the State of California.

5 13. Plaintiffs Laura Ransome and Itayectsy Quiterio are, and during the liability
6 period have been residents of California.

7 14. Plaintiffs and the members of the putative Class were employed as hourly-paid,
8 non-exempt employees by Defendants in the State of California at any time from four years prior
9 to the filing of this Complaint.

10 15. Whenever reference is made in this Complaint to any act, deed, or conduct of
11 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or
12 through one or more of their officers, directors, agents, employees, or representatives who were
13 actively engaged in the management, direction, or control of the ordinary business and affairs of
14 Defendants. Plaintiffs are informed and believe, and thereon allege, that the Doe Defendants are
15 the agents, principals, or co-conspirators of Defendants and of one another, that they performed
16 the acts alleged herein or aided, abetted, ratified, or accepted the benefits of such acts, and that
17 each are liable to the extent of the liability of the named Defendants.
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21 IV.

22 **FACTUAL BACKGROUND**

23 16. Plaintiff Laura Ransome was employed by Defendants in an hourly, non-exempt
24 position as a Waitress at a restaurant location in the city of Anaheim, County of Orange,
25 California from approximately November 2021 to August 2025.
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1 17. Plaintiff Itayectsy Quiterio was employed by Defendants in an hourly, non-
2 exempt position as a Server at a restaurant location in the city of Anaheim, County of Orange,
3 California from approximately September 2022 to March 2026.

4 18. During the relevant time period, Defendants compensated Plaintiffs and the Non-
5 Exempt Employees on an hourly basis. Plaintiff Ransome was paid approximately \$16.50 per
6 hour. Plaintiff Quiterio was paid approximately \$16.50 per hour.

7
8 19. Plaintiffs and Class Members were, at all relevant times, non-exempt employees
9 within the meaning of the California Labor Code and the implementing rules and regulations of
10 the IWC Wage Orders, and therefore fall within the protections of those authorities.

11 20. Plaintiff Ransome was employed by Defendants in an hourly, non-exempt
12 position as a Waitress, scheduled for five days per week and twenty-five hours per week.

13
14 21. Plaintiff Quiterio was employed by Defendants in an hourly, non-exempt position
15 as a Server, scheduled originally for six days per week and forty hours per week.

16 22. Plaintiffs are informed and believe, and thereon allege, that Defendants were
17 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
18 the requirements of California's wage and hour laws.

19
20 23. Plaintiff Ransome and Class Members were not paid for all hours worked because
21 employees were required to work off-the-clock. Because of Defendants' uniform practices,
22 Plaintiff Ransome was required to perform post-shift work activities such as side work that was
23 required to be completed after clocking out from her scheduled shift. Plaintiff Ransome
24 performed these activities off-the-clock for approximately thirty (30) to forty-five (45) minutes
25 after clocking out. As a result, Plaintiff Ransome was required to perform work activities off-the-
26 clock once per week after clocking out from her scheduled shifts. The post-shift work activities
27 were required by management.
28

1 24. Further, Plaintiff Ransome and Class Members were further required to perform
2 work off-the-clock on their days off. As a consequence of Defendants' uniform practices,
3 Plaintiff Ransome was required to attend mandatory staff meetings on her days off, lasting
4 approximately three (3) hours, approximately one time per quarter, entirely off the clock and
5 without compensation. The off-the-clock work was required by management. As a result,
6 Plaintiff Ransome was required to perform work activities off-the-clock.
7

8 25. During the relevant time period, Plaintiffs and Class Members were regularly not
9 authorized or permitted to take one net ten-minute rest period for every four hours worked or
10 major fraction thereof, in violation of Labor Code section 226.7 and the applicable IWC Wage
11 Orders.
12

13 26. Defendants maintained and enforced scheduling, staffing, and workload practices
14 that required Plaintiffs and Class Members to forgo lawful rest periods. Plaintiffs were regularly
15 not provided compliant rest breaks. Plaintiff Quiterio was never told she was entitled to rest
16 breaks. As a result, Plaintiffs and Class Members were not authorized and permitted to take all
17 required rest periods.
18

19 27. Despite these rest period violations, Defendants failed to compensate Plaintiffs
20 and, on information and belief, Class Members one additional hour of pay at the regular rate of
21 compensation for each day a compliant rest period was not provided, as required by Labor Code
22 section 226.7.
23

24 28. Defendants failed to timely pay all wages owed to Plaintiffs and Class Members
25 upon separation from employment, as required by Labor Code sections 201 and 202, including
26 but not limited to minimum, regular, as well as rest period premium wages for Plaintiff
27 Ransome. Further, Defendants failed to timely pay all wages owed to Plaintiff Quiterio upon
28 separation from employment, including but not limited to shift differentials and rest period

1 premium wages. Defendants' failure to pay all earned wages at separation was willful within the
2 meaning of Labor Code section 203.

3 29. Plaintiff Ransome accrued paid sick leave during the course of her employment
4 and was eligible to use such leave under California law. Plaintiff Ransome submitted a doctor's
5 note to management; however, management denied her sick pay. Despite having accrued and
6 available paid sick leave, Defendants denied Plaintiff Ransome's request and/or failed to
7 compensate Plaintiff Ransome for paid sick leave taken. As a result, Plaintiff Ransome was
8 deprived of paid sick leave benefits to which Plaintiff Ransome was legally entitled and suffered
9 lost wages and other damages.
10

11 30. Defendants required Plaintiffs and Class Members to incur necessary business
12 expenses in direct consequence of the discharge of their duties without reimbursement, in
13 violation of Labor Code section 2802. Plaintiffs and Class Members were required to use their
14 personal cell phone for work-related purposes. For example, Plaintiff Ransome was required to
15 download the "WorkDay" app on her personal cell phone. Plaintiff Quiterio was required to use
16 her personal cell phone to download the "Yelp" app and check "Google" and "Yelp" for
17 customer reviews. Management would ask Plaintiff Quiterio the number of reviews Defendants
18 had with a goal of five reviews per day. Plaintiff Quiterio and Class Members would have to use
19 their personal cell phones to show management the number of reviews. On information and
20 belief, Defendants similarly failed to reimburse Class Members for necessary business expenses,
21 including personal cell phone use, and Plaintiffs' wage statements did not reflect reimbursement
22 for such expenses.
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25 31. Further, Defendants required Plaintiffs and Class Members to incur necessary
26 business expenses in direct consequence of the discharge of their duties without reimbursement.
27 Plaintiffs and Class Members were required to wear uniforms such as a Company shirt with a
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1 logo, which Defendants provided. Plaintiffs and Class Members were required to pay for
2 uniform maintenance out of pocket and clean the uniforms themselves. Available paystubs do
3 not show any reimbursement for uniform maintenance.

4 32. Defendants also failed to provide accurate, lawful wage statements that complied
5 with Labor Code section 226(a). Among other deficiencies, the wage statements omitted all rest
6 period premium wages owed as well as, minimum, regular, and shift differential wages such that
7 Plaintiff Ransome and Class Members received wage statements that did not accurately reflect
8 all wages owed, in violation of the California Labor Code and the applicable IWC Wage Orders.
9 Further, Plaintiff Quiterio received wage statements that omitted all rest period premium wages
10 as well as, shift differential wages. In addition, Defendants provided paystubs that did not
11 accurately reflect total hours worked.
12

13 33. Plaintiffs and Class Members are covered by the applicable IWC Wage Orders
14 and the corresponding provisions of the California Code of Regulations, Title 8, section 11000 *et*
15 *seq.*
16

17 V.

18 **CLASS ALLEGATIONS**

19 34. Plaintiffs seek to represent a Class comprised of and defined as: All persons who
20 are or were employed by Defendants in the state of California as hourly non-exempt employees
21 within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of
22 this lawsuit (collectively referred to as the “Class” and/or Class Members”).
23

24 35. Plaintiffs also seek to represent Subclasses which are composed of persons
25 satisfying the following definitions:

26 a. All Class Members in the state of California who, within the liability
27 period, have not been authorized and permitted to take a minimum ten (10) minute rest period for
28 every four (4) hours or major fraction thereof worked per day and were not provided

1 compensation in lieu thereof;

2 b. All Class Members who were not provided with a compliant first thirty
3 (30) minute meal period and were not paid lawful compensation in lieu thereof;

4 c. All Class Members in the state of California who, within the liability
5 period, were not timely paid all wages due and owed to them during their employment with
6 Defendant;

7 d. All Class Members in the state of California who, within the liability
8 period, were not timely paid all wages due and owed to them upon the termination of their
9 employment with Defendant;

10 e. All Class Members in the state of California who, within the liability
11 period, were not provided with accurate and complete itemized wage statements; and

12 f. All Class Members in the state of California who were not accurately and
13 fully paid all lawful wages owed to them including proper minimum wage and/or overtime
14 compensation for all their hours worked;

15 36. Plaintiff also seeks to represent a Subclass consisting of all employees who were
16 employed by Defendant in California who within the statutory liability period were not
17 indemnified for expenses incurred in direct consequence of the discharge of their duties
18 (“Expense Reimbursement Class”).

19 37. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend
20 or modify the class description with greater specificity or further division into subclasses or
21 limitation to particular issues.

22 38. This action has been brought and may properly be maintained as a class action
23 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
24 defined community of interest in the litigation and the proposed Class is easily ascertainable.
25

26 **A. Numerosity**

27 39. The potential members of the Class as defined are so numerous that joinder of all
28 the members of the Class is impracticable. While the precise number of Class Members has not

1 been determined at this time, Plaintiffs are informed and believe that Defendants currently
2 employ, and/or during the relevant time period employed, approximately over 100 Non-Exempt
3 Employees in California who are or have been affected by Defendants' unlawful practices as
4 alleged herein.

5
6 **B. Commonality**

7 40. There are questions of law and fact common to the Class predominating over any
8 questions affecting only individual Class Members. These common questions of law and fact
9 include, without limitation:

10 i. Whether Defendant violated Labor Code sections 510, 1194 and applicable IWC Wage
11 Orders by failing to pay all earned wages including correct overtime compensation to
12 Non-Exempt Employees who worked in excess of eight (8) hours in a work day and/or
13 more than forty (40) hours in a workweek for time spent under Defendants' control and
14 working "off the clock";

15 ii. Whether Defendant maintained uniform policies and practices that failed to provide
16 compliant meal periods and failed to pay premium wages for noncompliant meal periods
17 in violation of Labor Code sections 226.7 and 512;

18 iii. Whether Defendant also violated Labor Codes sections 200, 1194, and 1197 for failing to
19 pay minimum wages for time spent under the Defendants' control and working "off the
20 clock" without pay;

21 iv. Whether Defendant violated Labor Code section 226.7 and applicable IWC Wage Orders
22 by failing to authorize and permit minimum ten (10) minute rest periods to Non-Exempt
23 Employees for every four (4) hours or major fraction thereof worked and failing to
24 compensate said employees one hour's wages in lieu of rest periods;

25 v. Whether Defendant violated sections 201-203 of the Labor Code by failing to pay all
26 earned wages and/or premium wages due and owing at the time that any Class Members'
27 employment with Defendant terminated;
28

- 1 vi. Whether Defendant violated section 246 of the Labor Code and applicable IWC Wage
2 Orders by failing to provide accrued paid sick leave and/or by failing to compensate for
3 accrued paid sick leave used for qualifying purposes;
- 4 vii. Whether Defendant violated section 2802 of the Labor Code by not indemnifying all
5 employees for expenses incurred in being required to use their personal cell phones in the
6 performance of their job duties.
- 7 viii. Whether Defendant violated sections 226 of the Labor Code and applicable IWC
8 Wage Orders by failing to, among other violations, maintain accurate records of Non-
9 Exempt Employees' earned wages, work periods, meal and rest periods, and deductions;
- 10 ix. Whether Defendant violated section 17200 et seq. of the Business and Professions
11 Code through their violation of the above-referenced Labor Code and Civil Code sections
12 and applicable IWC Wage Orders which violation constitutes a violation of fundamental
13 public policy.

14 **C. Typicality**

15 41. The claims of the named Plaintiffs are typical of the claims of the Class. Plaintiffs
16 and all members of the Class sustained injuries and damages arising out of and caused by
17 Defendant's common course of conduct in violation of California laws, regulations, and statutes
18 as alleged herein.

19
20 **D. Adequacy of Representation**

21 42. Plaintiffs will fairly and adequately represent and protect the interests of the
22 members of the Class. Counsel who represents Plaintiffs are competent and experienced in
23 litigating large employment class actions.

24 **E. Superiority of Class Action**

25 43. A class action is superior to other available means for the fair and efficient
26 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
27 questions of law and fact common to the Class predominate over any questions affecting only
28

1 individual members of the Class. Each member of the Class has been damaged and is entitled to
2 recovery by reason of Defendant's unlawful policy and/or practice herein complained of.

3 44. Class action treatment will allow those similarly situated persons to litigate their
4 claims in the manner that is most efficient and economical for the parties and the judicial system.
5 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of
6 this action that would preclude its maintenance as a class action.
7

8 **VI.**
9 **CAUSES OF ACTION**

10 **First Cause of Action**

11 Failure to Pay Lawful Wages Including Minimum and Overtime Wages
12 (Lab. Code §§ 510, 1194, 1197, 1198)
13 (Against All Defendants)

14 45. Plaintiffs repeat and incorporate herein by reference each and every allegation set
15 forth above, as though fully set forth herein.

16 46. As alleged herein, during the statutory liability period, Defendants' policies,
17 practices and work shift requirements resulted in Plaintiffs and Non-Exempt Employees not
18 receiving compensation for all earned wages including overtime in violation of California state
19 wage and hour laws.

20 47. As alleged herein, during the statutory liability period, Defendants' policies
21 and/or practices resulted in Plaintiffs and Non-Exempt Employees working in excess of eight (8)
22 hours in a workday and/or forty (40) hours in a workweek without receiving the proper
23 compensation at the rate of time and one-half (1 1/2) of such employee's correct regular rate of
24 pay.

25 48. As alleged herein, during the statutory liability period, Defendants' policies
26 and/or practices resulted in Plaintiffs and Non-Exempt Employees not receiving minimum wages
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1 for time spent under Defendants' control. Labor Code §1197 provides that employees are to be
2 paid minimum wage for each hour worked.

3 49. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek
4 to represent have been deprived of compensation for all earned wages in amounts to be
5 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties
6 thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.
7

8 50. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
9 described herein and below.

10 **Second Cause of Action**

11 Failure to Provide Lawful Meal Periods
12 Or Compensation in Lieu Thereof
13 (Lab. Code §§ 226.7; IWC Wage Orders)
14 (Against All Defendants)

15 51. Plaintiff repeats and incorporates herein by reference each and every allegation
16 set forth above, as though fully set forth herein.

17 52. As alleged herein, during the Liability Period, Defendants failed to provide
18 Plaintiff and other Non-Exempt Employees with compliant duty-free meal periods of not less
19 than thirty (30) minutes as required by Labor Code section 512 and applicable IWC Wage
20 Orders, and failed to pay meal period premium compensation as required by Labor Code section
21 226.7.
22

23 53. As a result of Defendants' unlawful practices, Plaintiff and Class Members were
24 deprived of premium wages in amounts to be proven at trial and are entitled to recover such
25 amounts, plus interest and statutory penalties, pursuant to Labor Code section 226.7.
26

27 54. WHEREFORE, Plaintiff and the Class request relief as described herein and
28 below.

Third Cause of Action
Failure to Provide Rest Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, IWC Wage Orders)
(Against All Defendants)

55. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

56. As alleged herein, by their failure to provide a minimum ten (10) minute rest period for every four hours or major fraction thereof worked per day by Non-Exempt Employees, and failing to provide compensation for such non-provided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable IWC Wage Orders.

57. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

58. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described herein and below.

Fourth Cause of Action
Failure to Timely Pay Wages During Employment
(Lab. Code § 204)
(Against All Defendants)

59. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

60. Labor Code section 204 requires that all wages are due and payable twice in each calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other sections became due and payable to Plaintiffs and Class Members during each pay period that he or she was not paid all lawful wages owed, including minimum, regular, overtime, and shift differential wages, or the lawful rest period premiums to which he or she was entitled.

1 Defendants violated Lab. Code §204 by failing to pay said wages when they were due and
2 payable.

3 61. Labor Code section 210 (a) provides that “In addition to, and entirely independent
4 and apart from, any other penalty provided in this article, every person who fails to pay the
5 wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
6 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one
7 hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation,
8 or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
9 employee, plus 25 percent of the amount unlawfully withheld.”
10

11 62. As a result of the unlawful acts of Defendants alleged herein, Plaintiffs and the
12 Class they seek to represent have been deprived of wages in amounts to be determined at trial,
13 and are entitled to recovery of such amounts, plus interest and penalties.
14

15 63. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
16 described herein and below.

17 **Fifth Cause of Action**

18 Failure to Timely Pay Wages Due at Termination
19 (Lab. Code §§ 201-203)
20 (Against All Defendants)

21 64. Plaintiffs repeat and incorporate herein by reference each and every allegation set
22 forth above, as though fully set forth herein.

23 65. Labor Code section 201 requires Defendant to pay all earned and unpaid wages
24 immediately upon an employee’s discharge. Labor Code section 202 requires Defendant to pay
25 all earned and unpaid wages within seventy-two (72) hours of an employee’s resignation without
26 notice, or at the time of quitting if the employee has given at least seventy-two (72) hours’
27 notice. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay
28 such wages the employer must, as a penalty, continue to pay the subject employees’ wages until

1 the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of
2 wages.

3 66. As alleged herein, affected class members are entitled to compensation for all
4 forms of wages earned, including, overtime compensation, regular wage, minimum wage, shift
5 differential wages and compensation for non-provided rest periods but to date have not received
6 such compensation therefore entitling them to Labor Code section 203 penalties.

7
8 67. More than 30 days have passed since Plaintiffs and affected Class Members have
9 left Defendants' employ, and have not received payment pursuant to Labor Code §203. As a
10 consequence of Defendant's willful conduct in not paying all earned wages, certain Class
11 Members are entitled to 30 days' wages as a penalty under Labor Code section 203 for failure to
12 pay legal wages.

13
14 68. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
15 described herein and below.

16 **Sixth Cause of Action**

17 Failure to Indemnify Employees for Expenditures

18 (Lab. Code § 2802)

19 (Against All Defendants)

20 69. Plaintiffs repeat and incorporate herein by reference each and every allegation set
21 forth above, as though fully set forth herein.

22 70. As set forth above, Section 2802 of the California Labor Code requires Defendant
23 to indemnify employees for all necessary expenditures incurred in direct consequence of the
24 discharge of their duties.

25 71. Defendant violated Section 2802 by, among other things, failing to indemnify
26 Plaintiffs, and all Non-Exempt Employees for expenditures incurred for using personal cellular
27 phones and for uniform maintenance in the performance of their job duties.

72. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to represent have incurred expenditures in amounts to be determined at trial.

73. WHEREFORE, Plaintiffs, and the Class they seek to represent, request relief as described herein and below.

Seventh Cause of Action

Knowing and Intentional Failure to Comply with Itemized Employee
Wage Statement Provisions
(Lab. Code § 226(a), (e))
(Against All Defendants)

74. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

75. Section 226(a) of the California Labor Code requires Defendant to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiffs and the members of the proposed class. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiffs and the members of the proposed class. On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code §226.

76. As alleged herein, Plaintiffs and Class Members have been injured by Defendants' actions in that they were unable to promptly and easily determine from the wage statements alone the full compensation to which they were entitled under applicable provisions of the California Labor Code and applicable IWC Wage Orders.

77. Pursuant Labor Code §226, Plaintiffs and Class Members are entitled up to a maximum of \$4,000.00 each for record-keeping violations.

1 78. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
2 described herein and below.

3 **Eighth Cause of Action**
4 Violation of Unfair Competition Law
5 (Bus. & Prof. Code, §§ 17200-17208)
6 (Against All Defendants)

7 79. Plaintiffs repeat and incorporate herein by reference each and every allegation set
8 forth above, as though fully set forth herein.

9 80. Business & Professions Code Section 17200 provides:

10 As used in this chapter, unfair competition shall mean and include any **unlawful,**
11 **unfair** or fraudulent business act or practice and unfair, deceptive, untrue or
12 misleading advertising and any act prohibited by Chapter 1 (commencing with
13 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.)
14 (Emphasis added.)

15 81. Defendants' violations of the Labor Code and Wage Order provisions set forth
16 above constitute unlawful and/or unfair business acts or practices.

17 82. The actions of Defendants, as alleged within this Complaint, constitute false,
18 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
19 Business and Professions Code section 17200, et seq.

20 83. Plaintiffs and Class Members have been personally aggrieved by Defendants'
21 unlawful and unfair business acts and practices alleged herein.

22 84. As a direct and proximate result of the unfair business practices of Defendants,
23 and each of them, Plaintiffs, individually and on behalf of all employees similarly situated, are
24 entitled to restitution of all wages which have been unlawfully withheld from Plaintiffs and
25 members of the Plaintiffs' Class as a result of the business acts and practices described herein

26 85. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as
27 described herein and below.

28 **VII.**

PRAYER

WHEREFORE, Plaintiffs pray for judgment as follows:

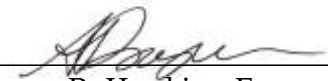
1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code §§ 203, 204, 226;
6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194, 2802;
7. For restitution of all wages and other benefits unlawfully withheld from Plaintiffs and Class Members pursuant to Business and Professions Code section 17203;
8. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of claims by jury to the extent authorized by law.

Dated: July 23, 2026

JAMES HAWKINS APLC


James R. Hawkins, Esq.
Isandra Fernandez, Esq.
Anthony L. Draper, Esq.

Attorneys for Plaintiffs LAURA
RANSOME and ITAYECTSY QUITERIO,
on behalf of themselves and all others
similarly situated