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on behalf of themselves and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

ANTHONY HILL, an individual, NICOLE
JACKSON, an individual and on behalf of all
others similarly situated and aggrieved,

Plaintiffs,

v.

WHITE SHADOW GROUP, LLC dba
WHISHA SPECIALTY COFFEE
DISTRIBUTORS, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CV0010601

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. VIOLATION OF LABOR CODE § 227.3;
9. UNFAIR COMPETITION; and
10. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1, AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiffs Anthony Hill and Nicole Jackson, on behalf of themselves and all others similarly
2 situated and aggrieved, allege as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 White Shadow Group, LLC dba Whisha Specialty Coffee Distributors, and any of its respective
7 subsidiaries or affiliated companies within the State of California (“White Shadow” and collectively
8 with DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiffs and all
9 other current and former non-exempt California employees employed by or formerly employed by
10 Defendants (“Class Members”).

11 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
12 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
13 and any of their respective subsidiaries or affiliated companies within the State of California, as a
14 proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
15 behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
16 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
17 for violations of the Labor Code, including but not limited to, failure to comply with Labor Code
18 section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*,
19 Labor Code section 2802, on behalf of all employees of Defendants working within the Civil Penalty
20 Period (collectively, “Aggrieved Employees”).

21 **PARTIES**

22 **A. Plaintiffs**

23 3. Plaintiff Anthony Hill is a resident of the State of California. At all relevant times
24 herein, Plaintiff Anthony Hill is informed and believes, and based thereon alleges, that Defendants
25 employed Plaintiff Hill as a non-exempt employee, with duties that included, but were not limited
26 to, delivering products to customer locations, inspecting inventory, restocking products, and
27 preparing and delivering shipments. Plaintiff Hill is informed and believes, and based thereon
28 alleges, that Plaintiff Anthony Hill worked for Defendants from approximately November 2023

1 through approximately October 2025.

2 4. Plaintiff Nicole Jackson is a resident of the State of California. At all relevant times
3 herein, Plaintiff Nicole Jackson is informed and believes, and based thereon alleges, that Defendants
4 employed Plaintiff Jackson as a non-exempt employee, with duties that included, but were not
5 limited to, delivering packages, placing orders online, and merchandising the shelves. Plaintiff
6 Jackson is informed and believes, and based thereon alleges, that Plaintiff Nicole Jackson worked
7 for Defendants from approximately January 2025 through approximately February 2026.

8 **B. Defendants**

9 5. Plaintiffs are informed and believe and based thereon allege that defendant White
10 Shadow is, and at all times relevant hereto was, a corporation organized and existing under and by
11 virtue of the laws of the State of California and doing business in the County of Marin, State of
12 California.

13 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
14 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
15 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
16 Plaintiffs are informed and believe and based thereon allege that each of the defendants designated
17 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
18 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
19 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
20 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
21 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
22 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
23 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
24 include White Shadow, and any of their parent, subsidiary, or affiliated companies within the State
25 of California, as well as DOES 1 through 100 identified herein.

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JOINT LIABILITY ALLEGATIONS

7. Plaintiffs are informed and believe and based thereon allege that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

8. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

9. Plaintiffs are further informed and believe and based thereon allege that DOES 51-100 violated, or caused to be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

10. Plaintiffs are informed and believe, and based thereon allege, that there exists such a unity of interest and ownership between Defendants, and each of them, that their individuality and separateness have ceased to exist.

11. Plaintiffs are informed and believe, and based thereon allege that despite the formation of the purported corporate existence of White Shadow, and DOES 1 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES 51 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following reasons:

- A. The Alter Ego Defendants are completely dominated and controlled by the Individual Defendants who personally committed the wrongful and illegal acts and violated the laws as set forth in this Complaint, and who has hidden and currently hide behind the

1 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
2 other wrongful or inequitable purpose;

3 B. The Individual Defendants derive actual and significant monetary benefits by and
4 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
5 Defendants as the funding source for the Individual Defendants' own personal
6 expenditures;

7 C. Plaintiffs are informed and believe and thereon allege that the Individual Defendants
8 and the Alter Ego Defendants, while really one and the same, were segregated to
9 appear as though separate and distinct for purposes of perpetrating fraud,
10 circumventing a statute, or accomplishing some other wrongful or inequitable
11 purpose;

12 D. Plaintiffs are informed and believe and thereon allege that the business affairs of the
13 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
14 mentioned herein were, so mixed and intermingled that the same cannot reasonably
15 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
16 are, and at all relevant times mentioned herein were, used by the Individual
17 Defendants as mere shells and conduits for the conduct of certain of their, and each
18 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
19 herein were, the alter egos of the Individual Defendants;

20 E. The recognition of the separate existence of the Individual Defendants and the Alter
21 Ego Defendants would promote injustice insofar that it would permit defendants to
22 insulate themselves from liability to Plaintiffs for violations of the Civil Code, Labor
23 Code, and other statutory violations. The corporate existence of these defendants
24 should thus be disregarded in equity and for the ends of justice because such
25 disregard is necessary to avoid fraud and injustice to Plaintiffs herein;

26 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
27 Defendants (and vice versa), and the fiction of their separate corporate existence
28 must be disregarded;

12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege that Defendants, and each of them, are joint employers.

JURISDICTION

13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

14. Venue is proper in Marin County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Marin County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiffs and Defendants were due to be performed; the county in which the employment contract, or part of it, between Plaintiffs and Defendants were actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Class Members in Marin County, and because Defendants employ numerous Class Members in Marin County.

15. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover, on behalf of himself and all other aggrieved current and former employees of Defendants, the civil penalties provided by PAGA plus reasonable attorneys’ fees and costs, as the term “civil penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175.

16. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

17. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 256, 432, 510, 512, 558, 1174, 1194, 1197, 1198.5, 2802, and 2810.3, and 2810.5, among others.

1 18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
2 such as Plaintiff, on behalf of himself and all other aggrieved current and former employees within
3 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
4 specified in Labor Code section 2699.3.

5 19. On or around July 9, 2026, Plaintiff provided written notice under Labor Code
6 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
7 of various, including the herein-described, provisions of the Labor Code, to the Labor and
8 Workforce Development Agency ("LWDA"), as well as by certified mail, with return receipt
9 requested to Defendants, and each of them.

10 20. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
11 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
12 calendar days of the July 9, 2026 postmarked date of the herein-described notice sent by Plaintiff to
13 the LWDA and Defendants

14 **FACTUAL BACKGROUND**

15 21. For at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendants have, at times, failed to pay overtime wages to Plaintiffs and Class Members,
17 or some of them, in violation of California state wage and hour laws as a result of, without limitation,
18 Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and
19 seven consecutive work days in a work week without being properly compensated for hours worked
20 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
21 worked on the seventh consecutive work day in a work week by, among other things, failing to
22 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;
23 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
24 by requiring Plaintiffs and Class Members: to come early to work and leave late work without being
25 able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks
26 after clocking out, to clock out for meal periods and continue working, to clock out for rest periods,
27 to attend company meetings off the clock, to make phone calls off the clock, to drive off the clock;
28 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,

1 meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate
2 of pay for the pay periods where overtime was worked and the additional compensation was earned
3 for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
4 entries, editing and/or manipulation of time entries, to the detriment of Plaintiffs and Class
5 Members. In addition, Defendants would also be liable for civil penalties pursuant to Labor Code
6 sections 558 and 2699.

7 22. For at least four (4) years prior to the filing of this Action and continuing to the
8 present, Defendants have, at times, failed to pay minimum wages to Plaintiffs and Class Members,
9 or some of them, in violation of California state wage and hour laws as a result of, among other
10 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
11 rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work
12 off the clock, including, without limitation, by requiring Plaintiffs and Class Members to come early
13 to work and leave late work without being able to clock in for all that time, to complete pre-shift
14 tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and
15 rest breaks and continue working, to attend company meetings off the clock, to make phone calls
16 off the clock; to drive off the clock. Furthermore, Defendants engaged in detrimental rounding of
17 employee time entries; editing and/or manipulation of time entries to show less hours than actually
18 worked; failing to pay split shift premiums; and failing to pay reporting time pay to the detriment of
19 Plaintiffs and Class Members. In addition, Defendants would also be liable for civil penalties
20 pursuant to Labor Code sections 558 and 2699.

21 23. For at least four (4) years prior to the filing of this Action and continuing to the
22 present, Defendants have, at times, failed to provide Plaintiffs and Class Members, or some of them,
23 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
24 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
25 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
26 for such unprovided meal periods as required by California wage and hour laws. In addition,
27 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

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1 24. For at least four (4) years prior to the filing of this action and continuing to the
2 present, Defendants have, at times, failed to authorize and permit Plaintiffs and Class Members, or
3 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
4 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
5 California wage and hour laws. In addition, Defendants would also be liable for civil penalties
6 pursuant to Labor Code sections 558 and 2699.

7 25. For at least three (3) years prior to the filing of this action and continuing to the
8 present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the
9 full amount of their wages owed to them upon termination and/or resignation as required by Labor
10 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
11 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3. In
12 addition, Defendants would also be liable for civil penalties pursuant to Labor Code sections 558
13 and 2699.

14 26. For at least one (1) year prior to the filing of this Action and continuing to the present,
15 Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with
16 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
17 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
18 hours worked at each hourly rate; and other such information as required by Labor Code section
19 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
20 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid. In
21 addition, Defendants would also be liable for civil penalties pursuant to Labor Code sections 226.3,
22 558 and 2699.

23 27. For at least one (1) year prior to the filing of this action and continuing to the present,
24 Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full
25 amount of their wages for labor performed in a timely fashion as required under Labor Code section
26 204. In addition, Defendants would also be liable for civil penalties pursuant to Labor Code sections
27 558 and 2699.

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1 28. For at least four (4) years prior to the filing of this action and continuing to the
2 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
3 situated employees or former employees within the State of California with compensation at their
4 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

5 29. For at least four (4) years prior to the filing of this action and continuing to the
6 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
7 situated employees or former employees within the State of California with the rights provided to
8 them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section
9 245, *et seq.*

10 30. Plaintiffs, on their own behalf and on behalf of Class Members, bring this action
11 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
12 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, and California Code of Regulations, Title
13 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
14 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,
15 failing to pay vested vacation time at the proper rate of pay, other such provisions of California law,
16 and reasonable attorneys' fees and costs.

17 31. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
18 Business and Professions Code sections 17200 through 17208, also seek (an) injunction(s)
19 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
20 appropriate and effective means to prevent further violations, as well as all monies owed but
21 withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as
22 restitution of amounts owed.

23 32. At all relevant times mentioned herein, Defendants have had a policy or practice of
24 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
25 Protection Act of 2011) by, among other things, failing to provide Plaintiff and other Aggrieved
26 Employees with the rates of pay and overtime rates of pay applicable to their employment;
27 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
28 name, address, and telephone number of the workers' compensation insurance carrier; information

1 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
2 under Labor Code section 2810.5. In addition, Defendants would also be liable for civil penalties
3 pursuant to Labor Code sections 558 and 2699.

4 33. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
5 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
6 California law (including, without limitation Labor Code section 245, *et seq.*), and also did not
7 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
8 all other Aggrieved Employees.

9 34. Plaintiff, in Plaintiff's representative capacity, seek civil penalties under Labor Code
10 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
11 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
12 Employees pursuant to PAGA.

13 **CLASS ACTION ALLEGATIONS**

14 35. Plaintiffs bring this action on behalf of themselves and Class Members as a class
15 action pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all
16 current and former non-exempt employees of Defendants within the State of California at any time
17 commencing July 9, 2022 up until the time that notice of the class action is provided to the class
18 (collectively referred to as "Class Members").

19 36. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b)
20 to amend or modify the class description with greater specificity, further divide the defined class
21 into subclasses, and to further specify or limit the issues for which certification is sought.

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

25 **A. Numerosity**

26 38. The potential Class Members as defined are so numerous that joinder of all the
27 members of the Class is impracticable. While the precise number of Class Members has not been
28 determined yet, Plaintiffs are informed and believe that there are over one hundred (100) Class

1 Members employed by Defendants within the State of California.

2 39. Accounting for employee turnover during the relevant periods necessarily increases
3 this number. Plaintiffs allege Defendants' employment records would provide information as to the
4 number and location of all Class Members. Joinder of all members of the proposed Class is not
5 practicable.

6 **B. Commonality**

7 40. There are questions of law and fact common to Class Members. These common
8 questions include, but are not limited to:

- 9 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
10 worked at a proper overtime rate of pay?
- 11 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
12 for all other time worked at the employee's regular rate of pay and a rate of pay that
13 is greater than the applicable minimum wage?
- 14 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
15 Class Members to take compliant meal periods?
- 16 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
17 with additional wages for missed or interrupted meal periods?
- 18 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
19 Class Members to take compliant rest periods?
- 20 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed rest periods?
- 22 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
23 Members upon termination or resignation all wages earned?
- 24 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
25 section 203?
- 26 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
27 Class Members with accurate wage statements?

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- 1 J. Did Defendants fail to pay Class Members in a timely fashion as required under
2 Labor Code section 204?
- 3 K. Did Defendants violate Labor Code section 227.3 by not providing Class Members
4 with compensation at their final rate of pay for vested paid vacation time?
- 5 L. Did Defendants violate the Unfair Competition Law, Business and Professions Code
6 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 7 M. Are Class Members entitled to restitution of wages under Business and Professions
8 Code section 17203?
- 9 N. Are Class Members entitled to costs and attorneys' fees?
- 10 O. Are Class Members entitled to interest?

11 **C. Typicality**

12 41. The claims of Plaintiffs herein alleged are typical of those claims which could be
13 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
14 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
15 damages arising out of and caused by Defendants' common course of conduct in violation of laws
16 and regulations that have the force and effect of law and statutes as alleged herein.

17 **D. Adequacy of Representation**

18 42. Plaintiffs will fairly and adequately represent and protect the interest of Class
19 Members. Counsel who represent Plaintiffs are competent and experienced in litigating wage and
20 hour class actions.

21 **E. Superiority of Class Action**

22 43. A class action is superior to other available means for the fair and efficient
23 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
24 questions of law and fact common to Class Members predominate over any questions affecting only
25 individual Class Members. Class Members, as further described therein, have been damaged and
26 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
27 violation of the Labor Code at times, as set out herein.

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

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

45. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

46. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

47. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

48. At all times relevant to this Complaint, Labor Code section 510 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

49. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiffs and Class Members: to come early to work and leave late work without being able to clock in for all that time, to complete

1 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
2 and continue working, to clock out for rest breaks and continue working, to attend company
3 meetings off the clock, to make phone calls off the clock, to drive off the clock; failing to include
4 all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances,
5 mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay
6 periods where overtime was worked and the additional compensation was earned for the purpose of
7 calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
8 manipulation of time entries, to the detriment of Plaintiffs and Class Members.

9 50. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater
10 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
11 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
12 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
13 applicable IWC Wage Orders, and California law.

14 51. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have
15 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
16 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
17 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

18 **SECOND CAUSE OF ACTION**

19 **(Failure to Pay Minimum Wages – Against All Defendants)**

20 52. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
21 preceding paragraphs as though fully set forth hereat.

22 53. At all relevant times, Plaintiffs and Class Members were employees or former
23 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

24 54. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and
25 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
26 Defendants' control.

27 55. For four (4) years prior to the filing of the Complaint in this Action through the
28 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at

1 their regular rate of pay that is above the minimum wage; engaged, suffered, or permitted employees
2 to work off the clock, including, without limitation, by requiring Plaintiffs and Class Members: to
3 come early to work and leave late work without being able to clock in for all that time, to complete
4 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
5 and continue working, to clock out for rest periods, to attend company meetings off the clock, to
6 make phone calls off the clock; to drive off the clock; detrimental rounding of employee time entries;
7 editing and/or manipulation of time entries to show less hours than actually worked; failing to pay
8 split shift premiums; and failing to pay reporting time pay, to the detriment of Plaintiffs and Class
9 Members.

10 56. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
11 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
12 for all hours worked or otherwise due.

13 57. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
14 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled
15 to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
16 damages, reasonable attorneys' fees and costs of suit.

17 **THIRD CAUSE OF ACTION**

18 **(Failure to Provide Meal Periods – Against All Defendants)**

19 58. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
20 preceding paragraphs as though fully set forth hereat.

21 59. At all relevant times, Plaintiffs and Class Members were employees or former
22 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

23 60. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
24 employ an employee for a work period of more than five (5) hours without a timely meal break of
25 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
26 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
27 per day without providing the employee with a second timely meal period of not less than thirty (30)
28 minutes in which the employee is relieved of all of his or her duties.

61. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

62. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

63. By their failure to provide Plaintiffs and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

64. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

65. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

66. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

67. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

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1 68. California law and applicable Wage Orders require that employers “authorize and
2 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
3 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
4 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
5 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
6 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
7 thirty (30) minutes of paid rest period.

8 69. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
9 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
10 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
11 regular rate of compensation for each work day that the rest period is not provided.

12 70. For four (4) years prior to the filing of the Complaint in this Action through the
13 present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete,
14 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
15 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
16 Member’s regular rate of compensation on the occasions that Class Members were not authorized
17 or permitted to take compliant rest periods.

18 71. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
19 take rest periods contemplated by California law, and one (1) additional hour of pay at the
20 employee’s regular rate of compensation for such unprovided rest periods, as alleged above,
21 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
22 Orders.

23 72. As a result of Defendants’ unlawful conduct, Plaintiffs and Class Members have
24 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
25 owed for rest periods that they were not authorized or permitted to take.

26 73. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
27 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
28 interest and penalties thereon, attorneys’ fees, and costs, under Labor Code sections 226 and 226.7,

1 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

2 **FIFTH CAUSE OF ACTION**

3 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

4 74. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
5 preceding paragraphs as though fully set forth hereat.

6 75. At all relevant times, Plaintiffs and Class Members were employees or former
7 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
8 Wage Orders.

9 76. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were
10 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
11 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
12 discharge immediately upon termination. Class Members who resigned were entitled to payment
13 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
14 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
15 unpaid at the time of resignation.

16 77. Plaintiffs are informed and believe, and based thereon allege, that in the three (3)
17 years before the filing of the Complaint in this Action through the present, Defendants, due to the
18 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class
19 Members all wages earned prior to resignation or termination in accordance with Labor Code
20 sections 201 or 202.

21 78. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and
22 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
23 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs
24 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
25 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
26 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
27 or resignation.

28 ///

1 79. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to
2 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
3 resignation, until paid, up to a maximum of thirty (30) days.

4 80. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
5 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
6 prior to termination or resignation.

7 81. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
8 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
9 waiting time penalties, interest, and their costs of suit, as well.

10 **SIXTH CAUSE OF ACTION**

11 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

12 82. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
13 preceding paragraphs as though fully set forth hereat.

14 83. At all relevant times, Plaintiffs and Class Members were employees or former
15 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

16 84. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
17 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
18 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
19 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
20 number of hours worked at each hourly rate, among other things.

21 85. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
22 before the filing of the Complaint in this Action through the present, Defendants failed to comply
23 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
24 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
25 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
26 all applicable hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate, among other things.

28 ///

1 86. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
2 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
3 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
4 provided wage statements that Defendants knew were not accurate.

5 87. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
6 suffered injury. The absence of accurate information on Class Members' wage statements at times
7 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
8 mathematical computations to determine the amount of wages owed; causes difficulty and expense
9 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
10 about wages and amounts deducted from wages to state and federal governmental agencies, among
11 other things.

12 88. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
13 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
14 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
15 pay period, not to exceed an aggregate \$4,000.00 per employee.

16 89. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
17 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
18 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
19 attorneys' fees, and costs of suit.

20 **SEVENTH CAUSE OF ACTION**

21 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

22 90. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
23 incorporate each by reference as though fully set forth hereat.

24 91. At all relevant times, Plaintiffs and Class Members were employees or former
25 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

26 92. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
27 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
28 during which the labor was performed, and labor performed between the 16th and the last day,

1 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
2 month.”

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

10 94. Plaintiffs are informed and believe, and based thereon allege, that in the one (1) year
11 before the filing of the Complaint in this Action through the present, Defendants employed policies
12 and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with
13 Labor Code section 204.

14 95. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to
15 recover penalties for Defendants’ violations of Labor Code section 204, in the amount of one
16 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
17 for each subsequent violation in connection with each payment that was made in violation of Labor
18 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

19 96. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
20 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of
21 penalties, interest, and their costs of suit, as well.

22 **EIGHTH CAUSE OF ACTION**

23 **(Violation of Labor Code § 227.3 – Against All Defendants)**

24 97. Plaintiffs re-allege and incorporate by reference all of the allegations contained in
25 the preceding paragraphs of this Complaint as though fully set forth hereon.

26 98. According to Labor Code section 227.3, whenever a contract of employment or
27 employer policy provides for paid vacations, and an employee is terminated without having taken
28 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in

1 accordance with such contract of employment or employer policy respecting eligibility or time
2 served.

3 99. Plaintiffs are informed and believe, and based thereon allege that, at all times relevant
4 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
5 that Plaintiffs' employment contract with Defendants included paid vacations.

6 100. For at least four (4) years prior to the filing of this action and continuing to the
7 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
8 situated employees or former employees within the State of California with compensation at their
9 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

10 101. As a proximate result of Defendants' failure to pay vested vacation at the final rate
11 of Plaintiffs and Class Members upon their resignation or termination, Defendants violated Labor
12 Code section 227.3, entitling Plaintiffs and Class Members to all vested and unused vacation pay at
13 their final rate of pay, as set out in Defendants' policy or the contract of employment between
14 Plaintiffs and Class Members, on the one hand, and Defendants, on the other hand.

15 102. As a further proximate result of Defendants' above-described acts and/or omissions,
16 Plaintiffs and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
17 prejudgment interest.

18 **NINTH CAUSE OF ACTION**

19 **(Unfair Competition – Against All Defendants)**

20 103. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
21 preceding paragraphs as though fully set forth hereat.

22 104. Plaintiffs are informed and believe and based thereon allege that the unlawful
23 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
24 and Professions Code section 17200. Plaintiffs are further informed and believe and based thereon
25 allege that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs,
26 for at least four (4) years prior to the filing of this action and continuing to the present, Defendants
27 have had a consistent policy of failing to provide Plaintiffs and similarly situated employees or
28 former employees within the State of California with the rights provided to them under the Healthy

1 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
2 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
3 advantage over other comparable companies doing business in the State of California that comply
4 with their obligations to compensate employees in accordance with the Labor Code.

5 105. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
6 Members have suffered injury in fact and lost money or property.

7 106. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
8 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
9 Code and requiring the establishment of appropriate and effective means to prevent further
10 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
11 including interest thereon, in which they had a property interest and which Defendants nevertheless
12 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
13 to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly
14 enriched by their failure to comply with the Labor Code.

15 107. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
16 Procedure section 1032 and interest under Civil Code section 3287.

17 **TENTH CAUSE OF ACTION**

18 **(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)**

19 108. Plaintiff realleges and incorporates by reference all of the allegations contained in
20 the preceding paragraphs as though fully set forth hereat.

21 **Civil Penalties Under Labor Code § 210**

22 109. At all relevant times herein, Labor Code section 204, requires and required that:
23 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
24 between the 16th and 26th day of the month during which the labor was performed, and labor
25 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
26 between the 1st and 10th day of the following month.”

27 110. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
28 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this

1 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
2 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
3 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
4 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
5 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

6 111. At all relevant times herein, Defendants have had a consistent policy or practice of
7 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
8 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
9 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
10 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
11 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
12 for each subsequent violation in connection with each payment that was made in violation of Labor
13 Code section 204.

14 Civil Penalties Under Labor Code § 226.3

15 112. Defendants had and have a policy or practice of failing to comply with Labor Code
16 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
17 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
18 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate; and other such information as required
20 by Labor Code section 226, subdivision (a).

21 113. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
22 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
24 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
25 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

26 114. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
27 his section are in addition to any other penalty provided by law.”

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1 115. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
2 and have a policy or practice of failing to furnish non-exempt employees, including, without
3 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
4 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
5 the corresponding number of hours worked at each hourly rate; and other such information as
6 required by Labor Code section 226, subdivision (a).

7 116. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
8 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
9 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
10 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
11 period for each subsequent violation.

12 Violation of Labor Code § 558

13 117. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
14 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
15 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
16 penalty as follows:

17 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
18 for each pay period for which the employee was underpaid in addition to an amount sufficient to
19 recover underpaid wages;

20 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to an amount
22 sufficient to recover underpaid wages;

23 (3) Wages recovered pursuant to this section shall be paid to the affected
24 employee.

25 118. Plaintiff is informed and believes, and based thereon allege, that Defendants, and
26 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
27 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
28 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the

1 regular payday designated by Employer, the name of the employer, including any “doing business
2 as” names used, the name, address and telephone number of the workers’ compensation insurance
3 carrier, information regarding paid sick leave, and other pertinent information.

4 119. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
6 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
7 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
8 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

9 Violation of Labor Code § 1174.5

10 120. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
11 every person employing labor in California to “[a]llow any member of the commission or the
12 employees of the Division of Labor Standards Enforcement free access to the place of business or
13 employment of the person to secure any information or make any investigation that they are
14 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
15 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
16 or papers of the person.”

17 121. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
18 every person employing labor in California to “[k]eep a record showing the names and addresses of
19 all employees employed and the ages of all minors.”

20 122. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
21 every person employing labor in California to “[k]eep, at a central location in the state or at the
22 plants or establishments at which employees are employed, payroll records showing the hours
23 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
24 piece rate paid to, employees employed at the respective plants or establishments. These records
25 shall be kept in accordance with rules established for this purpose by the commission, but in any
26 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
27 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
28 earned.”

123. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

124. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

125. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars (\$500) per violation per Aggrieved Employee.

Violation of Labor Code § 1197.1

126. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

A. For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

B. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in

1 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
2 1194.2, and any applicable penalties imposed pursuant to Section 203.

3 C. Wages, liquidated damages, and any applicable penalties imposed pursuant
4 to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

5 127. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
6 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
7 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ to pay minimum wages
8 for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated
9 damages.

10 128. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
12 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
13 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
14 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
15 subsequent violation.

16 Civil Penalties Under Labor Code § 2699

17 129. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
18 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
19 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
20 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
21 action brought by an aggrieved employee on behalf of himself or herself and other current or former
22 employees pursuant to the procedures specified in Labor Code section 2699.3.

23 130. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
24 Code except those for which a civil penalty is specifically provided, the established civil penalty for
25 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
26 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
27 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
28 employee per pay period for each subsequent violation.

1 131. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
2 each of them, violated the Labor Code sections described herein, including, without limitation, for
3 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
4 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
5 name of the employer, including any “doing business as” names used, the name, address and
6 telephone number of the workers’ compensation insurance carrier, information regarding paid sick
7 leave, and other pertinent information required to be disclosed by Employer under Labor Code
8 section 2810.5, failing to provide Employee and other aggrieved employees with the amount of paid
9 sick leave required to be provided pursuant to California and local laws.

10 132. Moreover, Plaintiff and other Aggrieved Employees within the State of California
11 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
12 connection with their herein-described claims for civil penalties.

13 **DEMAND FOR JURY TRIAL**

14 133. Plaintiffs demand a trial by jury on all causes of action contained herein.

15 **PRAYER**

16 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for judgment
17 against Defendants as follows:

- 18 A. An order certifying this case as a Class Action;
19 B. An Order appointing Plaintiffs as Class representatives and appointing Plaintiffs’
20 counsel as class counsel;
21 C. Damages for all wages earned and owed, including minimum wages, overtime
22 wages and unpaid wages for vested vacation time, under Labor Code sections 510,
23 558.1, 1194, 1197 and 1199 and 227.3;
24 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
25 E. Damages for unpaid premium wages from missed meal and rest periods under,
26 among other Labor Code sections, 512, 558.1 and 226.7;
27 F. Penalties for inaccurate wage statements under Labor Code sections 226,
28 subdivision (e) and 558.1;

- 1 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 2 H. Penalties to timely pay wages under Labor Code section 210;
- 3 I. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
- 4 1174.5, 1197.1, and 2699;
- 5 J. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
- 6 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 7 K. Preliminary and permanent injunctions prohibiting Defendants from further
- 8 violating the California Labor Code and requiring the establishment of appropriate
- 9 and effective means to prevent future violations;
- 10 L. Restitution of wages and benefits due which were acquired by means of any unfair
- 11 business practice, according to proof;
- 12 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 13 N. For attorneys' fees in prosecuting this action;
- 14 O. For costs of suit incurred herein; and
- 15 P. For such other and further relief as the Court deems just and proper.

16

17 Dated: September 14, 2026

SHIRIAN LAW, P.C.

18

19 BY: 

JOSHUA SHIRIAN

ROSE SORIAL

Attorneys for Plaintiffs ANTHONY HILL and
NICOLE JACKSON on behalf of themselves and
all others similarly situated and aggrieved

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF MARIN

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 10850 Wilshire Boulevard, Suite 1260, Los Angeles, California 90024.

On September 14, 2026, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** to be served by mail in a sealed envelope addressed as set forth below for collection and mailing. I am “readily familiar” with this firm’s practice of collection and processing of correspondence for mailing. It is deposited with the U.S. Postal service on the same day in the ordinary course of business with postage thereon fully prepaid.

WHITE SHADOW GROUP, LLC dba WHISHA SPECIALTY
COFFEE DISTRIBUTORS
c/o Jonathan J. Choumas - Agent for Service of Process
31 Industrial Way
Greenbrae, CA 94904

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 14, 2026 at Los Angeles, California



Grace Bolling