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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MARISSA PEREZ, an individual, on behalf
of themselves and others similarly situated,

Plaintiff,

vs.

GOODWILL INDUSTRIES OF
SACRAMENTO VALLEY & NORTHERN
NEVADA, INC., a California corporation;
GOODWILL INDUSTRIES OF
SACRAMENTO VALLEY & NORTHERN,
an entity of unknown form; GOODWILL, an
entity of unknown form; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 26CV016625

CLASS ACTION

Assigned for All Purposes To:

Hon. Steven M. Gevercer

Dept.: 10B

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226;
6. Failure to Maintain Records Under Labor Code §§ 1174 and 1174.5;
7. Failure to Produce Requested Records Under Labor Code §§ 226 and 1198.5;
8. Violation of Labor Code § 203;
9. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
10. Violation of Business & Professions Code § 17200 *et seq.*; and
11. Penalties under PAGA Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint filed: July 8, 2026

Trial Date: None Set

1 Plaintiffs MARISSA PEREZ (“Perez”) and Katarena V. Greenback-Loven (“Greenback-
2 Loven”) (collectively “Plaintiffs”), on behalf of themselves and other similarly situated non-
3 exempt, hourly employees employed by Defendants in California (collectively, “Employees”;
4 individually, “Employee”), complains of Defendants, and each of them, as follows:

5 **I. INTRODUCTION**

6 1. Plaintiffs bring this action on behalf of themselves and all current and former
7 Employees within the State of California who, at any time from four (4) years prior to the filing of
8 this lawsuit, are or were employed as non-exempt, hourly employees by Defendants GOODWILL
9 INDUSTRIES OF SACRAMENTO VALLEY & NORTHERN NEVADA, INC., a California
10 corporation; GOODWILL INDUSTRIES OF SACRAMENTO VALLEY & NORTHER, an entity
11 of unknown form; GOODWILL, an entity of unknown form; and DOES 1 through 50, inclusive (all
12 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants,
13 and each of them, violated various provisions of the California Labor Code, relevant orders of the
14 Industrial Welfare Commission (“IWC”), and the California Business & Professions Code, and
15 seeks redress for these violations.

16 2. Plaintiffs are residents of California and, during the time period relevant to this
17 Complaint, were employed by Defendants as a non-exempt hourly employees within the State of
18 California. Plaintiff Perez worked for Defendants as an Assistant Manager where she engaged in
19 duties that included running shifts, orchestrating operations in the store, providing cash drops,
20 providing cash audits, providing clothing audits, and any other duties related to the retail services
21 provided by Defendants to their customers. Plaintiff Greenback-Loven worked for Defendants as an
22 Assistant Management, Keyholder, and Production Associate where she engaged in duties that
23 included managing all Key Holder s and employees on site, addressing customer complaints,
24 assisting with interviews, maintaining staff schedules, ensuring adherence to rest break and meal
25 break times, assisting with cashier audits, opening and closing the store, working in the back room
26 and sorting products.

27 3. Defendants GOODWILL INDUSTRIES OF SACRAMENTO VALLEY &
28 NORTHERN NEVADA, INC., GOODWILL INDUSTRIES OF SACRAMENTO VALLEY &

1 NORTHER, and GOODWILL are a business that provides job training and sells donated
2 merchandise in its stores with their principal place of business in Sacramento, California. Plaintiffs
3 and the other Class members were employed by Defendants as hourly, non-exempt Employees by
4 Defendants throughout California. Plaintiffs worked at Defendants' behest without being paid all
5 wages due and without being provided all required breaks. More specifically, Plaintiffs and the other
6 similarly situated Class members were employed by Defendants and (1) shared similar job duties
7 and responsibilities (2) were subjected to the same policies and practices (3) and endured similar
8 violations at the hands of Defendants as the other Employee Class members who served in similar
9 and related positions.

10 4. Defendants required Plaintiffs and the Employees in the Class to work off the clock
11 and failed to record accurate time worked by these Employees, failed to pay them at the appropriate
12 rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and
13 provided Plaintiffs and the Class members with inaccurate wage statements that prevented them
14 from learning of these unlawful pay practices. Defendants also failed to provide Plaintiffs and the
15 Class with lawful meal and rest periods, as Employees were required to remain under Defendants'
16 control and were not provided with the opportunity to take full uninterrupted and duty-free rest
17 periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC
18 Wage Orders.

19 5. Defendant GOODWILL INDUSTRIES OF SACRAMENTO VALLEY &
20 NORTHERN NEVADA, INC. ("GOODWILL INC.") is a California corporation offices and
21 headquarters located in Sacramento, California. GOODWILL INC. lists an address in Sacramento,
22 California with the California Secretary of State, and employs Plaintiffs and the Employees
23 throughout California including Sacramento County. Defendants conduct business throughout
24 California.

25 6. Defendant GOODWILL INDUSTRIES OF SACRAMENTO VALLEY &
26 NORTHER is an entity of unknown form with its principle executive offices in Sacramento,
27 California and has been listed as the employer on Plaintiffs' wage statements during the relevant
28 time period. GOODWILL INDUSTRIES OF SACRAMENTO VALLEY & NORTHER does not

1 list a California address with the California Secretary of State, but upon information and belief,
2 employs Plaintiffs and the Class members in Sacramento County, including at Defendants' offices
3 and facilities in Sacramento, California, and throughout California and conducts business
4 throughout California.

5 7. Defendant GOODWILL is an entity of unknown form with its principle executive
6 offices in Sacramento, California and is the name on the building at the Defendants' jobsites during
7 the relevant time period. GOODWILL does not list a California address with the California
8 Secretary of State, but upon information and belief, employs Plaintiffs and the Class members in
9 Sacramento County, including at Defendants' offices and facilities in Sacramento, California, and
10 throughout California and conducts business throughout California.

11 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
12 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
13 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
14 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
15 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
16 liabilities giving rise to this lawsuit occurred, at least in part in San Bernardino County where
17 Defendants maintain an office.

18 9. The true names and capacities, whether individual, corporate, associate, or whatever
19 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
20 Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil
21 Procedure § 474. Plaintiffs are informed and believes and thereon alleges that Defendants designated
22 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner
23 for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint
24 to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50
25 when their identities become known.

26 10. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
27 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out
28 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each

1 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
2 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
3 control over the wages, hours or working conditions of Employees, created and implemented the
4 policies and practices that governed the employment of Plaintiffs and the Class members and
5 dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiffs and the
6 other Employee Class members to work, or engaged them, thereby creating a common law
7 employment relationship with the Employee Class members. Therefore, Defendants, and each of
8 them, employed or jointly employed the Employee Class members.

9 **II. FACTUAL BACKGROUND**

10 11. The Employees who comprise the Class, including Plaintiffs, are non-exempt
11 employees pursuant to the applicable Wage Order of the Industrial Welfare Commission
12 (“IWC”). During the period of four years prior to the filing of this action through its resolution,
13 the Employee Class members were employed by Defendants and worked in non-exempt positions
14 at the direction of Defendants in the State of California. Plaintiffs and the Class members were
15 either not paid by Defendants for all hours worked or were not paid at the appropriate minimum,
16 regular and overtime rates. Plaintiffs also contend that Defendants failed to pay Plaintiffs and the
17 Class members all wages due and owing, including by requiring off the clock work, failing to
18 provide meal and rest breaks, and failing to furnish accurate wage statements, all in violation of
19 various provisions of the California Labor Code and applicable paragraphs of the IWC Wage
20 Orders.

21 12. During the course of Plaintiffs and the Class members’ employment with
22 Defendants, they were not paid all wages they were owed, including for all work performed
23 (resulting in “off the clock” work) and for all their overtime hours worked. This has resulted in
24 systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders.
25 Upon information and belief, Defendants employ other non-exempt, hourly employees in similar
26 jobs and related positions at their locations and facilities in California.

27 13. Defendants required Plaintiffs and the Class members to perform work related duties
28 off the clock and to remain under Defendants’ control during times when they should have been on

1 break or otherwise off the clock, including before and after their work shifts. Defendants required
2 employees to use the Paylocity online employee portal to keep track of their time. Upon information
3 and belief, Defendants rounded hours that were inputted by Plaintiffs and Class Members. Plaintiffs
4 and class members clocked in during the time they actually began working but wage statements
5 show that time was rounded by the Defendants. Plaintiffs and, upon information and belief, the other
6 Class members were required to perform work related duties before their scheduled shift start times.
7 Plaintiff Greenback-Loven was required to perform 1-2 minutes off the clock before clocking in for
8 her morning shift to open the building. They were not paid for this time. Plaintiff Greenback –
9 Loven, was required to work on weekends and other times after work hours to drive to Defendants’
10 location to address when the safety alarm goes off. This took 2-3 hours to drive from her home and
11 to address the issue and Plaintiff Greenback-Loven was never paid for this time. Plaintiffs were
12 required to use their personal cell phones for work-related activities, while off the clock, such as
13 clocking in and correcting time punches. Upon information and belief, Defendants failed to
14 compensate Plaintiffs and the Class members for the time they were under control of Defendants
15 before their scheduled shift start time.

16 14. Plaintiffs and, upon information and belief, the other Class members were also
17 required to work past their schedule shift end time and perform work after clocking out for the
18 day and/or during unpaid meal breaks, including immediately responding to work related calls
19 and messages on their personal cell phones. Moreover, Plaintiffs were required to carry Walkie-
20 Talkie radios during their meal and rest periods and remain on call to respond to management
21 inquiries during meal and rest periods. Upon information and belief, Defendants failed to
22 compensate Plaintiffs and the Class members for the time they were under control of Defendants
23 after clocking out.

24 15. Defendants generally discouraged employees from incurring overtime. Plaintiffs
25 felt pressured by management and work demands placed upon her to work off the clock and
26 feared being terminated if she did otherwise. Upon information and belief, the other Class
27 members were subjected to similar common policies and practices and were subjected to similar
28 scheduling requirements and off the clock work requirements.

1 16. Defendants' unlawful timekeeping practices regarding off the clock work also
2 resulted in failure to pay Plaintiffs and the Class members for overtime hours worked at the
3 correct overtime premium rate. With the hours worked off the clock before shifts commenced,
4 and when Plaintiffs and the Class members worked past eight hours on their shifts, they were not
5 paid an overtime premium for these hours worked over eight.

6 17. By the off the clock work addressed above, the Employees in the Class began
7 incurring overtime hours before the alleged eight hour mark when Defendants began paying any
8 overtime rates of pay, and Defendants thus failed to pay all overtime hours at the correct overtime
9 rate of pay.

10 18. Plaintiffs were therefore not paid for all hours worked at the required minimum,
11 overtime and double time wage rates due to Defendants' uniformly applied and unlawful policy
12 and practice of requiring her to work off the clock and without pay. Defendants systematically
13 underpaid Plaintiffs and the Class members by failing to pay them at the required overtime rates
14 for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a
15 day at the required double time rate. Upon information and belief, the Class members were bound
16 by similar scheduling and timekeeping policies and endured similar violations at Defendants'
17 hands as Plaintiffs.

18 19. The failure to pay for all hours worked and underpayment of wages to Plaintiffs
19 and the Class members is and has been a direct consequence of Defendants' unlawful
20 compensation policies and practices, which upon information and belief applied uniformly to the
21 Class members working for Defendants throughout California. As a result of the above-described
22 unlawful requirements to work off the clock, the failure to accurately record all hours worked and
23 pay wages at the correct rates, and the other wage violations they endured at Defendants' hands,
24 Plaintiffs and the Class members were not properly paid all wages earned and all wages owed to
25 them by Defendants, including when working more than eight hours in any given day and/or
26 more than forty hours in any given week.

27 20. Therefore, from at least four years prior to the filing of this lawsuit and continuing
28 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all

1 hours worked and failing to pay minimum wages for all time worked, as required by California
2 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
3 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
4 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
5 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
6 Labor Code § 510 and the corresponding sections of IWC Wage Orders.

7 21. Additionally, from at least four (4) years prior to the filing of this lawsuit and
8 continuing to the present, Defendants have regularly required Employees to work shifts in excess
9 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
10 (30) minutes, and shifts in excess of ten (10) hours without providing them with second meal
11 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
12 hour of wages at each Employee’s effective hourly rate of pay, for each meal period that
13 Defendants failed to provide or deficiently provided. The above described off the clock work
14 contributed to Defendants’ common policy of failing to provide lawful meal periods to Plaintiffs
15 and the Class members, as required under the Labor Code and Paragraph 11 of the IWC Wage
16 Order(s).

17 22. Defendants similarly failed to authorize and permit Plaintiffs and the employee
18 Class Members to take all required 10-minute rest breaks, as required under the Labor Code and
19 Paragraph 12 of the IWC Wage Order(s). Employees were restricted in their ability to take their
20 full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. In
21 addition, Defendants unlawfully prohibited Employees from leaving the work premises during rest
22 periods. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the
23 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
24 than ten minutes for every work period of four or more consecutive hours, or major fraction
25 thereof, nor did Defendants pay Employees premium pay for each day on which requisite rest
26 breaks were not provided or were deficiently provided.

27 23. Defendants thus failed to provide all the legally required unpaid, off-duty meal
28 periods and all the legally required paid, off-duty rest periods to Plaintiffs and the other Class

1 members, as required by the applicable Wage Order and Labor Code. Additionally, as addressed
2 above, Defendants followed a practice of requiring off the clock work in a manner that would
3 impact when Employees were to receive meal periods and rest breaks, thus leading to further
4 violations.

5 24. As a result, Defendants' failure to provide Plaintiffs and the Class members with all
6 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
7 periods is and will be evidenced by Defendants' business records, or lack thereof. As further
8 detailed above, Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at
9 each Employee's effective regular hourly rate of compensation for each meal period or rest break
10 that Defendants failed to provide or deficiently provided.

11 25. Defendants have also consistently failed to provide Class members with timely,
12 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
13 including by the above-described requirement of off the clock work, failure to pay all overtime
14 and double time wages owed, and failure to pay premium wages for unprovided or otherwise
15 unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break
16 premium wages. Defendants have also made it difficult to account with precision for the
17 unlawfully withheld wages and meal and rest period compensation owed to Plaintiffs and the
18 Class, during the liability period, including because they did not calculate the regular rate of pay
19 correctly when paying overtime or meal period premiums and because they did not implement and
20 preserve a record-keeping method as required for non-exempt employees by California Labor
21 Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon
22 information and belief, time clock punches were not maintained or were not accurately maintained
23 for work shifts and meal periods, which were automatically presumed by Defendants to have been
24 lawfully provided when they were not. Defendants also failed to accurately record and pay for all
25 regular and overtime hours worked and submitted by Plaintiffs and the Class members, including
26 by failing to pay all overtime hours at the correctly calculated overtime premium rate.

27 26. Defendants have thus also failed to comply with Labor Code § 226(a) by
28 inaccurately reporting total hours worked and total wages earned by Plaintiffs and the Class

1 members, along with the appropriate applicable rates, among other requirements. Plaintiffs and
2 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee
3 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the
4 applicable California IWC Wage Orders by failing to maintain time records showing when the
5 employee begins and ends each work period, meal period, and wages earned pursuant to Labor
6 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from
7 payment of wages and accurately reporting total hours worked.

8 27. Moreover, Defendants failed to set forth the employer's name on the Plaintiffs and
9 Class Members' wage statements. The company name listed on the California Secretary of State
10 website is "Goodwill Industries of Sacramento Valley & Northern Nevada, Inc." The name listed
11 on Plaintiffs and Class Members' wage statements is "Goodwill Industries of Sacramento Valley
12 & Norther."

13 28. Additionally, Defendants have consistently failed to keep accurate time and wage
14 records as required by California wage-and-hour laws. Likewise, Defendants have had a consistent
15 policy of denying Class Members the right to inspect and receive all of their payroll records,
16 timecards, and personnel records. On January 6, 2026, Plaintiff Perez requested from Defendant
17 her employee file but did not receive it. Defendants' management advised Plaintiff Perez that
18 they did not have her employee file, therefore violating the California Labor Code.

19 29. As mentioned above, Defendants required Plaintiffs and the Class members to
20 work hours off the clock for which they were not compensated and endure off the clock work
21 during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all
22 overtime premium wages owed for work conducted on a work shift and a workday, as addressed
23 above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay
24 all wages owed to Plaintiffs and other similarly situated Employees at the time of their termination
25 or within seventy-two hours of their resignation, as required by California wage-and-hour laws.

26 30. Additionally, Defendants regularly required Plaintiffs and the Class members to
27 incur necessary business expenses in the course of performing their required job duties without
28 reimbursement. For example, Defendants required Plaintiffs and the Class members to use their

1 personal mobile phone devices for work-related activities, such as requiring Plaintiffs and Class
2 members to respond to work related calls and messages outside working hours and use the
3 Paylocity app to record hours worked. Upon information and belief, Class members were subject
4 to the same requirements. However, Plaintiffs and Class members were not fully reimbursed for
5 these necessary expenses as required under Labor Code § 2802.

6 31. Defendants also failed to provide suitable seating to Plaintiffs and the Aggrieved
7 Employees. Plaintiff Greenback-Loven worked at tasks that did not require standing such as sorting
8 products, pricing products, and preparing reports and checklists. Plaintiff Greenback-Loven was not
9 permitted to sit during her shift even though it is appropriated to be seated while engaging in her
10 required duties. By failing to provide Plaintiffs and the Aggrieved Employees with suitable seating
11 in accordance with the applicable wage order, Defendants also violated California Labor Code §
12 1198. Plaintiffs and the Aggrieved Employees were harmed by Defendants' failure to provide seats
13 because they were required to stand for extended periods of time despite the fact that the nature of
14 her work did not require that they remain standing all the time.

15 32. In light of the foregoing, Plaintiffs and the Employees in the Class bring this action
16 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.4, 226.7, 227.3, 245 *et*
17 *seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, and
18 2802.

19 33. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
20 Plaintiffs and the Class members seek injunctive relief, restitution, and disgorgement of all
21 benefits Defendants have enjoyed from their violations of Labor Code and the other unfair,
22 unlawful, or fraudulent practices alleged in this Complaint.

23 III. CLASS ALLEGATIONS

24 34. Plaintiffs bring this class action on behalf of themselves, and all others similarly
25 situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a Class (or "the
26 Class" or "Class members") defined as follows: "All individuals employed by Defendants at any
27 time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
28 determined by the Court ("the Class Period"), and who have been employed as non-exempt,

hourly employees by Defendants' within the State of California." Further, Plaintiffs seek to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 5. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 6. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 7. Requested Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to produce employment records upon request as required by California wage-and-hour laws.

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

j. Subclass 9. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants

1 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

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

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

9 36. Defendants, as a matter of company policy, practice and procedure, and in violation
10 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
11 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
12 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time
13 worked by the Plaintiffs and the other members of the Class, even though Defendants enjoyed the
14 benefit of this work, required Employees to perform this work and permitted or suffered to permit
15 this work. Defendants have uniformly denied these Class members wages to which these
16 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in
17 order to unfairly cheat the competition and unlawfully profit.

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

23 **A. Numerosity**

24 38. The potential members of the class as defined are so numerous that joinder of all
25 the member of the class is impracticable. While the precise number of class member has not been
26 determined at this time, Plaintiffs are informed and believes that Defendants employ or, during the
27 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
28 Class definition within the State of California. Plaintiffs allege that Defendants' employment

records will provide information as to the number and location of all Class members.

B. Commonality

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

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;
- g. Whether Defendants failed to keep accurate time and wage records;
- h. Whether Defendants failed to produce employment records upon request;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants' conduct was willful;
- k. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;

- 1 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all
2 Employees during the relevant time period for all hours worked, whether regular or
3 overtime;
- 4 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary
5 business expenses incurred by Employees;
- 6 n. Whether the nature of Plaintiffs' and Class Members' job duties reasonably permit
7 the use of seating;
- 8 o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- 9 p. Whether Employees are entitled to equitable relief pursuant to Business and
10 Professions Code § 17200 *et seq.*; and
- 11 q. Whether Defendants are liable for penalties under Labor Code § 2699, *et se.*

12 **C. Typicality**

13 40. The claims of the named Plaintiffs are typical of those of the other Employees. The
14 Employee Class members all sustained injuries and damages arising out of and caused by
15 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
16 well as regulations, that have the force and effect of law, as alleged herein. Plaintiffs' claims for
17 the off the clock work and meal and rest violations she was required to endure are typical of those
18 of the other Class members.

19 **D. Adequacy of Representation**

20 41. Plaintiffs will fairly and adequately represent and protect the interest of the
21 Employee Class members. Counsel who represents Plaintiffs and the Employees in the Class are
22 experienced and competent in litigating employment class actions.

23 **E. Superiority of Class Action**

24 42. A class action is superior to other available means for the fair and efficient
25 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
26 questions of law and fact common to all Employees predominate over any questions affecting only
27 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery
28 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

1 43. As to the issues raised in this case, a class action is superior to all other methods for
2 the fair and efficient adjudication of this controversy, as joinder of all Class members is
3 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
4 members. Further, as the economic or other loss suffered by vast numbers of Class members may
5 be relatively small, the expense and burden of individual actions makes it difficult for the Class
6 members to individually redress the wrongs they have suffered. Moreover, in the event
7 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
8 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
9 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
10 to vindicate their rights for violations they endured which they would otherwise be foreclosed
11 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

12 44. Class action treatment will allow those persons similarly situated to litigate their
13 claims in the manner that is most efficient and economical for the parties and the judicial system.
14 Plaintiffs are unaware of any difficulties in managing this case that should preclude class
15 treatment. Plaintiffs contemplate the eventual issuance of notice to the proposed Class members
16 that would set forth the subject and nature of the instant action. The Defendants' own business
17 records can be utilized for assistance in the preparation and issuance of the contemplated notices.
18 To the extent that any further notice is required additional media and/or mailings can be used.

19 45. Defendants, as prospective and actual employers of the Employees in the Class,
20 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
21 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
22 Employees as well as the effect of any alleged arbitration agreements that may have been forced
23 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
24 and policies, most notably intentionally refusing to pay for all hours actually worked which should
25 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
26 agreements and policies and practices on the Employees and Class as a whole.

27 46. Plaintiffs and the Employees in the Class did not discover the fact that they were
28 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there

1 ever any discussion about Plaintiffs' and the Class' wavier of their Constitutional rights of trial by
2 jury, right to collectively organize and oppose unlawful pay practices under California law as well
3 as obtain injunctive relief preventing such practices from continuing. As a result, the applicable
4 statutes of limitation were tolled until such time as Plaintiffs and the Class members discovered
5 their claims.

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PAY MINIMUM WAGES**
8 **(Against All Defendants)**

9 47. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
10 full herein.

11 48. Defendants failed to pay Employees minimum wages for all hours worked.
12 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
13 would work hours and not receive all wages owed, including as alleged above in connection with
14 off the clock work and the miscalculation of the regular rate of pay, including all the time
15 required to remain on duty and under Defendants' control during breaks and due to the work
16 demands placed upon them by Defendants' management. To the extent any local wage
17 ordinances were also applicable to paying the employees an hourly rate above the minimum
18 wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform
19 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
20 Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
21 compensation to Plaintiffs and the other members of the Class as to minimum wage pay.

22 49. In California, employees must be paid at least the then applicable state minimum
23 wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014,
24 and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Additionally,
25 pursuant to California Labor Code § 204, other applicable laws and regulations, and public
26 policy, an employer must timely pay its employees for all hours worked. Defendants failed to do
27 so.

28 50. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"

1 states: “The minimum wage for employees fixed by the commission is the minimum wage to be
2 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The
3 applicable minimum wage rate fixed by the commission for work during the relevant period is
4 found in the Wage Orders.

5 51. The minimum wage provisions of California Labor Code are enforceable by private
6 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
7 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
8 overtime compensation applicable to the employee is entitled to recover in a civil action the
9 unpaid balance of the full amount of this minimum wage or overtime compensation, including
10 interest thereon, reasonable attorney’s fees and costs of suit.”

11 52. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
12 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
13 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
14 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
15 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
16 the absence of a contractually agreed upon one.

17 53. In committing these violations of the California Labor Code, Defendants
18 inaccurately recorded times that did not reflect their actual hours worked, miscalculated hours or
19 rates or otherwise underpaid the actual time worked by Plaintiffs and other members of the Class,
20 as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of all
21 earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
22 Commission requirements and other applicable laws and regulations. As a result of these
23 violations, Defendants also failed to timely pay all wages earned in accordance with California
24 Labor Code § 1194.

25 54. California Labor Code § 1194.2 also provides for the following remedies: “In any
26 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
27 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
28 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

1 55. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
2 1197.1, Plaintiffs and Class members are entitled to recover a penalty of \$100.00 for the initial
3 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
4 pay each employee minimum wages.

5 56. Pursuant to California Labor Code § 1194.2, Plaintiffs and Class members are
6 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
7 interest thereon.

8 57. Defendants have the ability to pay minimum wages for all time worked and have
9 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
10 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

11 58. Plaintiffs and the Class members are entitled to recover the unpaid minimum wages
12 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
13 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's
14 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other
15 members of the Class further request recovery of all unpaid wages, according to proof, interest,
16 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
17 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
18 wage compensation is determined to be owed to the Class members who have terminated their
19 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
20 these individuals are also entitled to waiting time penalties under California Labor Code § 203,
21 which penalties are sought herein on behalf of these Class members. Defendants' failure to timely
22 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
23 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
24 alleged herein was willful, intentional and not in good faith. Further, Plaintiffs and other Class
25 members are entitled to seek and recover statutory costs.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 59. Plaintiffs re-allege and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 60. California Labor Code § 1194 provides that “any employee receiving less than the
7 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
8 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
9 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
10 may be maintained directly against the employer in an employee’s name without first filing a
11 claim with the Division of Labor Standards and Enforcement.

12 61. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
13 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
14 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
15 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
16 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
17 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
18 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
19 work in a workweek.

20 62. Defendants had a consistent policy of not paying Employees wages for all hours
21 worked at their required regular, overtime, and double-time rates, including by requiring off the
22 clock work, as addressed above, by under-reporting actual hours worked, and by requiring
23 Employees to do so as well.

24 63. Defendants, and each of them, have intentionally and improperly under-recorded
25 Employees’ hours, including Plaintiffs’, or required Plaintiffs and the Class members to do so, or
26 otherwise caused them to work off the clock to avoid paying Plaintiffs and the Class members all
27 earned and owed straight time and overtime wages and other benefits, in violation of the
28 California Labor Code, the California Code of Regulations and the IWC Wage Orders and

1 guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also
2 violated these provisions by requiring Plaintiffs and other similarly situated non-exempt
3 employees to work through meal periods or remain under Defendants' control when they were
4 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
5 respond to demands from customers and managers. Therefore, Employees were not properly
6 compensated, nor were they paid overtime rates for hours worked in excess of eight hours in a
7 given day, and/or forty hours in a given week. Based on information and belief, Defendants did
8 not make available to Employees a reasonable protocol for correcting time records when
9 Employees worked overtime hours or to fix incorrect time entries or those that Defendants
10 unlawfully under-recorded to the Employee's detriment. Defendants have also violated these
11 provisions by requiring Plaintiffs and other similarly situated Class members to work through
12 meal periods when they were required to be clocked out or to otherwise work off the clock to
13 complete their daily job duties.

14 64. Defendants' failure to pay Plaintiffs and the Class members the unpaid balance of
15 regular wages owed and overtime compensation for all hours worked, as required by California
16 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
17 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
18 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

19 65. Additionally, Labor Code § 558(a) provides "any employer or other person acting
20 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
21 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
22 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
23 pay period for which the employee was underpaid in addition to an amount sufficient to recover
24 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
25 underpaid employee for each pay period for which the employee was underpaid in addition to an
26 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
27 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
28 this section are in addition to any other civil or criminal penalty provided by law." Defendants

1 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
2 Wage Orders. Accordingly, Plaintiffs and the Class members seek the remedies set forth in Labor
3 Code § 558.

4 66. Defendants' failure to pay compensation in a timely fashion also constituted a
5 violation of California Labor Code § 204, which requires that all wages shall be paid
6 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
7 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
8 and overtime compensation earned by Employees. Each such failure to make a timely payment of
9 compensation to Employees constitutes a separate violation of California Labor Code § 204.

10 67. Employees have been damaged by these violations of California Labor Code §§
11 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
12 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
13 than \$100 for causing Employees "to work for longer hours than those fixed, or under conditions
14 of labor prohibited by an order of the commission" or if the employer pays "a wage less than the
15 minimum fixed by an order of the commission" or "violates...any provision of this chapter or
16 any order or ruling of the commission."

17 68. Consequently, pursuant to the California Labor Code, including Labor Code §§
18 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
19 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
20 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
21 their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties
22 against Defendants, and each of them, and any additional sums as provided by the Labor Code
23 and/or other statutes.

24 **THIRD CAUSE OF ACTION**

25 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

26 **(Against All Defendants)**

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

1 70. Employees regularly worked shifts greater than five (5) hours and in some
2 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
3 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
4 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or
5 for a shift of more than ten (10) hours without providing him or her with a second meal period of
6 not less than thirty (30) minutes.

7 71. Defendants failed to provide Employees with meal periods as required under the
8 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
9 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
10 provided them after Employees worked beyond the fifth hour of their shifts or Employees
11 otherwise had them shortened and interrupted by work demands and requirements to perform off
12 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
13 on the occasions when Employees worked more than ten (10) hours in a given shift, they did so
14 without receiving a second uninterrupted thirty (30) minute meal period as required by law.

15 72. Defendants thus failed to provide Plaintiffs and the Class members with meal
16 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
17 including by not providing them with the opportunity to take meal breaks, by providing them late
18 or for less than thirty (30) minutes, or by requiring them to perform work during breaks.

19 73. Moreover, Defendants failed to compensate Employees for each meal period not
20 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
21 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
22 employee a meal period in accordance with this section, the employer shall pay the employee one
23 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
24 period is not provided. Additionally, as detailed above, when Defendants did pay meal period
25 premiums, they did so at the normal regular rate of pay without factoring in all forms or
26 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

27 74. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
28 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal

1 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
2 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
3 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
4 other statutes and applicable IWC Wage Order paragraphs.

5 **FOURTH CAUSE OF ACTION**

6 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

7 **(Against All Defendants)**

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

10 76. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
11 provide that employers must authorize and permit all employees to take rest periods at the rate of
12 ten (10) minutes net rest time per four (4) work hours.

13 77. Employees consistently worked consecutive four (4) hour shifts and were generally
14 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
15 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
16 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for
17 each consecutive four (4) hour shift, and Defendants failed to provide Employees with timely rest
18 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Employees were
19 often required to work or to otherwise remain under Defendants' control during rest periods,
20 including by responding to work requirements, and had breaks provided untimely as a result of the
21 above described off the clock work. Plaintiffs and the Class members were also not permitted to
22 leave their work premises during rest breaks.

23 78. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
24 Orders provide that if an employer fails to provide an employee rest period in accordance with this
25 section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
26 compensation for each workday that the rest period is not provided. Defendants failed to do so.

27 79. Defendants, and each of them, have therefore intentionally and improperly denied
28 rest periods to Plaintiffs and the Class members in violation of Labor Code §§ 226.7 and 512 and

paragraph 12 of the applicable IWC Wage Orders.

80. Defendants failed to authorize and permit Plaintiffs and the Class members to take rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's regular rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders. Additionally, as detailed above, when Defendants did pay rest period premiums, they did so at the normal regular rate of pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

81. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

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

83. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

84. Defendants failed to provide Plaintiff and the similarly situated Employee Class members with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to

1 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
2 including for all overtime and double time hours worked, for deficient meal periods and rest
3 breaks, all of which Defendants knew or reasonably should have known were owed to the
4 Employees, as alleged above. Thus, the wage statements provided to Employees were confusing
5 and required Employees to engage in discovery and refer to outside sources to verify whether their
6 pay was correct and potentially resulting in a miscalculation by the Employees.

7 85. Throughout the liability period, Defendants intentionally failed to furnish to
8 Plaintiffs and the Class members, upon each payment of wages, itemized statements accurately
9 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
10 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
11 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
12 the employee and only the last four digits of his or her social security number or an employee
13 identification number other than a social security number, (8) the name and address of the legal
14 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
15 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
16 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
17 requirements. Defendants knowingly and intentionally failed to provide Plaintiffs and the Class
18 members with such timely and accurate wage and hour statements.

19 86. Plaintiffs and the Class members suffered injury as a result of Defendants'
20 knowing and intentional failure to provide them with the wage and hour statements as required by
21 law and are presumed to have suffered injury and entitled to penalties under Labor Code §
22 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
23 accurate and complete information as required by any one or more of items Labor Code § 226
24 (a)(1) to (9), inclusive, and the Plaintiffs and Class members cannot promptly and easily
25 determine from the wage statement alone one or more of the following: (i) The amount of the
26 gross wages or net wages paid to the employee during the pay period or any of the other
27 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
28 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross

1 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
2 address of the employer and, (iv) The name of the employee and only the last four digits of his or
3 her social security number or an employee identification number other than a social security
4 number. For purposes of Labor Code § 226(e) “promptly and easily determine” means a
5 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
6 without reference to other documents or information.

7 87. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
8 are required “to pay each employee, on the established payday for the period involved, not less
9 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
10 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
11 or under conditions of labor prohibited by the order is unlawful.” Plaintiffs and the Class members
12 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
13 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
14 IWC Wage Orders.

15 88. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
16 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
17 Class suffered injuries, including among other things confusion over whether they received all
18 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
19 them to make mathematical computations to analyze whether the wages paid in fact compensated
20 them correctly for all hours worked.

21 89. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
22 IWC Wage Order, Plaintiffs and the Employee Class members are entitled to recover the greater
23 of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
24 and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
25 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
26 an award of costs and reasonable attorneys’ fees.

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SIXTH CAUSE OF ACTION
FAILURE TO MAINTAIN RECORDS UNDER LABOR CODE §§ 1174 and 1174.5
(Against All Defendants)

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

91. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

92. During the course of Plaintiffs' and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper wages, overtime, and premium pay as discussed above.

93. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

SEVENTH CAUSE OF ACTION
FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS UNDER LABOR
CODE §§ 226 and 1198
(Against All Defendants)

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

95. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one calendar days from the date of the request.

96. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that

1 the employer maintains relating to the employee's performance or to any grievance concerning the
2 employee. Under this statute, upon written request from a current or former employee or his or her
3 representative, an employer must make the contents of those personnel records available for
4 inspection or provide a copy of the personnel records to the current or former employee, or his or
5 her representative, not later than thirty calendar days from the date the employer receives the written
6 request, subject to some limited exceptions. Failure to comply with these requests allows for a civil
7 penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

8 97. Plaintiffs made requests to Defendants for her payroll records, timecards, and
9 personnel records. However, Plaintiffs have not received all of his requested records as of the date
10 of this Complaint.

11 98. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
12 produce the required records requested by Plaintiff.

13 99. On information and belief, Defendants' failure to provide Plaintiff Perez with all of
14 her requested employment records is not an isolated incident but was instead consistent with
15 Defendants' policy and practice that applied to Plaintiffs and Employees.

16 100. Pursuant to California Labor Code § 1198.5, Plaintiffs and Class Members are
17 entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and
18 costs.

19 101. Pursuant to California Labor Code § 226(f), Plaintiffs are entitled to a penalty of
20 seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other Class
21 Members similarly situated are similarly entitled.

22 **EIGHTH CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE § 203**
24 **(Against All Defendants)**

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

27 103. Plaintiffs and numerous Class members are no longer employed by Defendants;
28 they either quit Defendants' employ or were fired therefrom.

1 104. Defendants failed to pay these Employees all wages due and certain at the time of
2 termination or within seventy-two (72) hours of resignation.

3 105. The wages withheld from these Employees by Defendants remained due and owing
4 for more than thirty (30) days from the date of separation from employment.

5 106. Defendants failed to pay Plaintiffs and the Class members without abatement, all
6 wages as defined by applicable California law. Among other things, these Employees were not
7 paid all regular and overtime wages, including by Defendants failing to pay for all hours worked
8 or requiring off the clock work or by unlawfully under-recording time entries to the detriment of
9 Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and
10 rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
11 required time was willful within the meaning of Labor Code § 203.

12 107. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
13 are required "to pay each employee, on the established payday for the period involved, not less
14 than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor
15 Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order
16 or under conditions of labor prohibited by the order is unlawful." Plaintiffs and the Class members
17 may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph
18 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
19 IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and
20 Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer
21 hours than those fixed, or under conditions of labor prohibited by an order of the commission" or
22 if the employer pays "a wage less than the minimum fixed by an order of the commission" or
23 "violates...any provision of this chapter or any order or ruling of the commission."

24 108. Defendants' failure to pay wages, as alleged, entitles Plaintiffs and these former
25 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
26 the IWC Wage Orders as addressed above, including the requirement that an employee's wages
27 shall continue until paid for up to thirty (30) days from the date they were due.

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NINTH CAUSE OF ACTION
FOR FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES
UNDER LABOR CODE § 2802
(Against All Defendants)

109. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in full herein.

110. Plaintiffs are informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiffs and the Class members to pay for necessary work related expenses they incurred. For example, Defendants required Plaintiffs and the Class members to their personal mobile phone devices for work-related activities, such as requiring Plaintiffs and Class members to respond to work related calls and messages outside working hours and utilize the Paylocity app to record their time worked. Upon information and belief, Class members were subject to the same requirements. Plaintiffs and the Class members must be fully reimbursed for necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

111. Defendants thus followed a uniform policy and practice of failing to reimburse Employees for these necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

112. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiffs and the Class members resulted in damages because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiffs and the Class members with regard to their rights, Plaintiffs and the Class members were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

113. Therefore, Plaintiffs and the Class members are entitled to reimbursement for any and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9

1 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
2 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
3 from the date Plaintiffs and the Class members incurred those expenses. Further, Plaintiffs and the
4 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

5 **TENTH CAUSE OF ACTION**

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

7 **(Against All Defendants)**

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

10 115. Plaintiffs, on behalf of herself, the Employees in the Class, and the general public,
11 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
12 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
13 harmful to Employees and the general public. Plaintiffs seek to enforce important rights affecting
14 the public interest within the meaning of Code of Civil Procedure § 1021.5.

15 116. Plaintiffs are each a "person" within the meaning of Business & Professions Code
16 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
17 relief, restitution, and other appropriate equitable relief.

18 117. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
19 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
20 fraudulent in that Defendants' policy and practice failed to provide the required amount of
21 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiffs and
22 Class members for all hours worked, due to systematic business practices as alleged herein that
23 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
24 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
25 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
26 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

27 118. Wage-and-hour laws express fundamental public policies. Paying employees their
28 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental

1 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
2 vigorously to enforce minimum labor standards, to ensure that employees are not required or
3 permitted to work under substandard and unlawful conditions, and to protect law-abiding
4 employers and their employees from competitors who lower costs to themselves by failing to
5 comply with minimum labor standards.

6 119. Defendants have violated statutes and public policies. Through the conduct alleged
7 in this Complaint Defendants have acted contrary to these public policies, have violated specific
8 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
9 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
10 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
11 guaranteed to all employees under the law.

12 120. Defendants' conduct, as alleged above, constitutes unfair competition in violation
13 of the Business & Professions Code § 17200 *et seq.*

14 121. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
15 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
16 reasonable care should have known that their conduct was unlawful; therefore their conduct
17 violates the Business & Professions Code § 17200 *et seq.*

18 122. By the conduct alleged herein, Defendants have engaged and continue to engage in
19 a business practice which violates California and federal law, including but not limited to, the
20 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
21 Code including Sections 204, 221, 226, 226.7, 245, 246, 227.3, 510, 512, 1182.12, 1194, 1194.2,
22 1197, 1198 and 2802 for which this Court should issue declaratory and other equitable relief
23 pursuant to California Business & Professions Code § 17203 as may be necessary to prevent and
24 remedy the conduct held to constitute unfair competition, including restitution of wages
25 wrongfully withheld.

26 123. As a proximate result of the above-mentioned acts of Defendants, Employees have
27 been damaged, in a sum to be proven at trial.

28 124. Unless restrained by this Court Defendants will continue to engage in such unlawful

1 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
2 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
3 the use by Defendants or their agents or employees of any unlawful or deceptive practice
4 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
5 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
6 failed to pay.

7 **ELEVENTH CAUSE OF ACTION**
8 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***
9 **(Against All Defendants)**

10 125. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
11 full herein.

12 126. Plaintiffs and the Employees in the Class are also aggrieved employees as defined
13 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
14 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
15 period.

16 127. In failing to pay Aggrieved Employees minimum wages and overtime, not
17 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
18 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
19 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
20 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
21 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
22 paragraph 7 of the applicable IWC Wage Orders.

23 128. As such, Employees seek wages and penalties under Labor Code §§ 2698 and
24 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
25 including the penalty provisions, without limitation, based, inter alia, on the following California
26 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
27 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

28 129. More specifically, after complying with the notice procedures of Labor Code §

1 2699.3, Plaintiffs assert, as a representative action on behalf of the California Attorney General
2 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-
3 addressed underlying claims and seeking penalties as specified by the applicable corresponding
4 provisions, including as follows:

5 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all
6 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
7 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
8 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
9 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
10 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
11 to Labor Code § 2699(g)(1);

12 (b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved
13 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
14 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
15 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
16 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
17 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
18 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
19 pursuant to Labor Code § 2699(g)(1);

20 (c) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the
21 necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and
22 Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available
23 and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and
24 paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor
25 Code § 2699(g)(1);

26
27 (d) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
28 Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to

1 maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226,
2 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
3 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
4 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
5 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
6 providing inaccurate wage statements and failing to maintain records as required under Labor
7 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
8 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a
9 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
10 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
11 citation, ...";

12 (e) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
13 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
14 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
15 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
16 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
17 § 2699(g)(1);

18 (f) Failure to Provide Suitable Seating: For the above addressed violations of paragraph
19 14 of the applicable IWC Wage Orders constituting violations of Labor code § 1198 and Labor Code
20 § 2699.5, and the civil and statutory penalties available and applicable under Labor Code §
21 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys' fees
22 and costs pursuant to Labor Code § 2699(g)(1); and

23 (g) All Alleged Violations of the IWC Wage Orders and Other Labor Code
24 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
25 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
26 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
27 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
28 Labor Code § 2699(g)(1).

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

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

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

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

19 131. Plaintiffs have exhausted their administrative remedies as Plaintiff Perez submitting
20 a certified letter to the LWDA and Defendants on July 8, 2026 (LWDA-CM-1189514-26)
21 addressing in detail the specific provisions of the Labor Code Defendants have violated and
22 addressing the facts and legal theories to support the alleged violations and requested penalties.
23 The LWDA has not provided notice of its intent to investigate the alleged violations within 65
24 calendar days of the postmark date of the letter, and Plaintiffs add this claim seeking penalties
25 under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original
26
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1 Complaint. Plaintiff Greenback-Loven filed the Amended PAGA letter with the LWDA on
2 August 4, 2026.

3 **IV. RELIEF REQUESTED**

4 WHEREFORE, Plaintiffs pray for the following relief:

- 5 1. For an order certifying this action as a class action;
- 6 2. For compensatory damages in the amount of the unpaid minimum wages for work
7 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
8 the filing of this action, as may be proven;
- 9 3. For liquidated damages in the amount equal to the unpaid minimum wage and
10 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 11 4. For compensatory damages in the amount of all unpaid wages, including overtime
12 and double-time pay, as may be proven;
- 13 5. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 14 6. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 15 7. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
- 16 8. For penalties under Labor Code § 558, as may be proven;
- 17 9. For compensatory damages in the amount of the hourly wage made by Employees
18 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
19 years prior to the filing of this action, as may be proven;
- 20 10. For compensatory damages in the amount of the hourly wage made by Employees
21 for each day requisite rest breaks were not provided or were deficiently provided where no
22 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
23 be proven;
- 24 11. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 25 12. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 26 13. For penalties pursuant to Labor Code §§ 1174.5 and 1198.5, as may be proven;
- 27 14. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
28 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

1 15. For damages and restitution for failure to reimburse all reasonable and necessary
2 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

3 16. For restitution for unfair competition pursuant to Business & Professions Code
4 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

5 17. For an order enjoining Defendants and their agents, servants, and employees, and
6 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
7 duties adumbrated in this Complaint;

8 18. For other wages and penalties under the Labor Code as may be proven;

9 19. For all general, special, and incidental damages as may be proven;

10 20. For an award of pre-judgment and post-judgment interest;

11 21. For an award providing for the payment of the costs of this suit;

12 22. For an award of attorneys' fees; and

13 23. For such other and further relief as this Court may deem proper and just.

14
15 DATED: September 11, 2026

D.LAW, INC.

16
17 By



Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiffs
MARISSA PEREZ and
KATARENA V. GREENBACK-LOVEN,
and the putative class

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DATED: September 11, 2026

By Jon H. Paine

Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiffs
MARISSA PEREZ and
KATARENA V. GREENBACK-LOVEN,
and the putative class

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I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101, which is located in Los Angeles County, where the service herein occurred.

FIRST AMENDED CLASS ACTION COMPLAINT

Agent for Process of Service for Defendant GOODWILL INDUSTRIES OF
SACRAMENTO VALLEY & NORTHERN NEVADA, INC.:

Agent for Process of Service for Defendants GOODWILL and GOODWILL INDUSTRIES
OF SACRAMENTO VALLEY & NORTHER:

using the following service method(s):

X VIA MAIL: I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor, Pasadena, CA 91101-1639, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

Executed on **September 11, 2026**, at Pasadena, California.

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