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Attorneys for Plaintiff SOPHIA A. NICHOLAS
and JOSE RODRIGUEZ CORDOVA, on behalf
of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SOPHIA A. NICHOLAS, an individual, JOSE
RODRIGUEZ CORDOVA, an individual,
on behalf of themselves and others similarly
situated,

Plaintiff,

vs.

CONCORD COLLECTIVE PARTNERS,
LLC., a Delaware limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV31259

CLASS ACTION

Assigned for All Purposes To:

Hon. Carolyn B. Kuhl

Dept.: SS12

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime under Labor Code § 510;
3. Meal Period Liability, Labor Code § 226.7;
4. Rest-Break Liability, Labor Code § 226.7;
5. Failure to Pay Reporting Time Under 8 CCR § 11050(5);
6. Violation of Labor Code § 226(a);
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Violation of Labor Code § 212
11. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
12. Failure to Reimburse Necessary Business Expenses under Labor Code § 2802;
13. Violation of Business & Professions Code § 17200 *et seq.*; and
14. Penalties under PAGA, Labor Code § 2698 *et seq.*

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DEMAND FOR JURY TRIAL

Original Complaint filed: December 21, 2023

1 Plaintiffs SOPHIA A. NICHOLAS and JOSE RODRIGUEZ CORDOVA (hereinafter
2 “Plaintiffs”), on behalf of themselves and all other similarly situated non-exempt, hourly
3 employees employed by Defendants in California during the relevant period (collectively,
4 “Employees”; individually, “Employee”) complain of Defendants as follows:

5 **INTRODUCTION**

6 1. Plaintiffs bring this action on behalf of themselves and all current and
7 former Employees within the State of California who, at any time four years prior to the
8 filing of this lawsuit, are or were employed as non-exempt, hourly employees by
9 Defendants CONCORD COLLECTIVE PARTNERS, LLC., a Delaware limited liability
10 company; and DOES 1 through 50 (all defendants being collectively referred to herein as
11 “Defendants”). Plaintiffs alleges that Defendants violated various provisions of the
12 California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and
13 California Business & Professions Code, and seeks redress for these violations.

14 2. Plaintiffs worked as an hourly food service worker at one of Defendants’
15 facilities and locations at the Los Angeles International Airport in Los Angeles (LAX),
16 California. Specifically, Plaintiffs worked as a food server at a P.F. Chang’s restaurant
17 franchise owned and operated by Defendants. She and the other Class members were
18 employed by Defendants as non-exempt, hourly employees at LAX and Defendants’
19 other locations and facilities in California, including in positions related to providing
20 food and customer services to Defendants’ customers. Plaintiffs worked at Defendants’
21 behest without being paid all wages due and without being provided all required breaks.
22 More specifically, Plaintiffs and the other similarly situated Class members were
23 employed by Defendants and (1) shared similar job duties and responsibilities (2) were
24 subjected to the same policies and practices (3) and endured similar violations at the
25 hands of Defendants as the other Employees who served in similar and related positions.

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

9 4. Defendant CONCORD COLLECTIVE PARTNERS, LLC is a Delaware
10 limited liability company that lists its principal address with the California Secretary of
11 State in El Segundo, California. It also lists its type of business as "Food and Beverage
12 Concessions." Defendant CONCORD COLLECTIVE PARTNERS, LLC is listed as the
13 employer on the wage statements issued to Plaintiffs by Defendants on a bi-weekly basis,
14 and upon information and belief to other Class members, with the same El Segundo,
15 California address. Upon information and belief, CONCORD COLLECTIVE PARTNERS,
16 LLC operates various facilities where their California Employees are based, including the
17 P.F. Chang's restaurant franchise located within the Los Angeles International Airport
18 (LAX) where Plaintiffs worked. On information and belief, Defendants maintain other
19 operations and facilities in Los Angeles County and California.

20 5. This Court has jurisdiction over this Action pursuant to California Code of
21 Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action
22 is brought as a Class Action on behalf of similarly situated Employees of Defendants
23 pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also
24 proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.*
25 Upon information and belief, the obligations and liabilities giving rise to this lawsuit
26 occurred, at least in part in Los Angeles County, where Defendants operate and provide
27 food and customer services to California customers.

1 6. The true names and capacities, whether individual, corporate, associate, or
2 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are
3 currently unknown to Plaintiffs, who therefore sues these Defendants by such fictitious
4 names under Code of Civil Procedure § 474. Plaintiffs are informed and believe and
5 thereon allege that Defendants designated herein as Does 1 through 50, inclusive, and
6 each of them, is legally responsible in some manner for the unlawful acts referred to
7 herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true
8 names and capacities of the Defendants designated herein as Does 1 through 50 when
9 their identities become known.

10 7. Plaintiffs are informed and believe and thereon allege that each Defendant
11 acted in all respects pertinent to this action as the agent of the other Defendants, that
12 Defendants carried out a joint scheme, business plan, or policy in all respects pertinent
13 hereto, and that the acts of each Defendant are legally attributable to the other
14 Defendants. Furthermore, Defendants acted in all respects as the employers or joint
15 employers of Employees. Defendants, and each of them, exercised control over the
16 wages, hours or working conditions of Employees, created and implemented the policies
17 and practices that governed the employment of Plaintiffs and the Class members and
18 dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiffs
19 and the other Employee Class members to work, or engaged, thereby creating a common
20 law employment relationship, with the Employee Class members. Therefore, Defendants,
21 and each of them, employed or jointly employed the Employee Class members.

22 **FACTUAL BACKGROUND**

23 8. The Employees who comprise the Class, including Plaintiffs, are non-exempt
24 employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare
25 Commission (“IWC”). During the period of four years prior to the filing of this action through its
26 resolution, Plaintiffs and the Class members were either not paid by Defendants for all hours
27 worked or were not paid at the appropriate minimum, regular and overtime rates, including for
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1 meal period and rest break premium payments. Plaintiffs also contend that Defendants failed to
2 pay Plaintiffs and the Class members all wages due and owing, including by miscalculating
3 wages owed and by requiring off the clock work, failing to provide meal and rest breaks, and
4 failing to furnish accurate wage statements and timely pay all wages owed, all in violation of
5 various provisions of the California Labor Code and applicable paragraphs of the IWC Wage
6 Orders.

7 9. During the course of Plaintiffs and the Class members' employment with
8 Defendants, they were not paid all wages they were owed, including for all work performed
9 (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the
10 correct rates. This has resulted in systematic and ongoing violations of the California Labor Code
11 and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-
12 exempt, hourly employees as food and customer-related workers based out of Defendants'
13 facilities in California.

14 10. The nature of Defendants' operations and its policies and practices require that
15 Employees endure significant off-the-clock work. Defendants' facilities are located within an
16 airport, beyond the Transportation Security Administration ("TSA") security checkpoints. All
17 Employees are required to go through security. Doing so can take several minutes as Employees
18 must walk through metal detectors and place all personal belongings through an X-ray machine.
19 Sometimes Employees are subject to random pat-downs by security personnel. Long lines
20 routinely form as many other airport workers also seek to get through security at the same time.
21 Accordingly, for Plaintiffs and other Employees to timely arrive for their scheduled shifts at the
22 lounge, they must begin preparing well in advance. Plaintiffs were compelled to arrive for her
23 shifts sufficiently before her scheduled start time to go through security, which could take up to
24 fifteen minutes. Once through security, Plaintiffs would walk through the terminal, roughly five
25 minutes, in order to get to the restaurant. Employees had to repeat these processes while returning
26 from their meal periods.

27 11. This time spent going through security and walking to the restaurant went
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1 uncompensated by Defendants because it would not be reflected in Defendants' timekeeping
2 system located within the restaurant. Only once inside could Employees clock in. To do so, upon
3 entering the restaurant, Plaintiffs would pick up one of two available electronic tablets used by
4 Defendants to record the start and end of Employees' shifts. Defendants' tablets required that
5 Employees manually enter a unique Employee number and press a button to clock in and out of
6 their shifts. These tablets were prone to malfunctioning and would cause delays in recording
7 Employees' time. In some cases, it did not permit the recording of any time at all, and Plaintiffs
8 would report it to the floor manager. Plaintiffs trusted that the floor manager would accurately
9 record their actual start time, but on information and belief, when Defendants' timekeeping
10 tablets malfunctioned, management unlawfully rounded down Plaintiffs' and other Employees'
11 time to conform with their scheduled start time. Accordingly, Plaintiffs were not compensated for
12 all of their actual time worked and under Defendants' control.

13 12. The failure to maintain accurate timekeeping and payroll records perpetrated by
14 Defendants has also been exacerbated by other off the clock work Defendants required their
15 Employees to endure. Plaintiffs were habitually compelled to begin working before clocking in to
16 clean or "roll-up" silverware. Defendants did not permit Employees to clock in earlier than five
17 minutes before the scheduled shift time. Thus, if Plaintiffs arrived earlier and there was work to
18 do, Plaintiffs would begin working without clocking in despite the fact they were under
19 Defendants' control or otherwise already performing job duties. Accordingly, Plaintiffs were not
20 permitted to record their time entries from the moment she started working. In addition, Plaintiffs
21 and other Employees' meal periods were routinely interrupted or cut short to attend to pressing
22 work demands. Plaintiffs were also instructed by management to clock out for her meal periods
23 and work through them in order for Defendants to avoid paying a meal premium. In addition, if
24 Employees left the lounge beyond security, there simply would not be enough time to go and
25 come back through security to the restaurant. In taking their meal periods and rest breaks,
26 Employees had to account for time it would take to walk back to the restaurant, thus reducing
27 their meal and rest break time. Moreover, when meal period violations were recorded and
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1 apparent in Defendants' timekeeping system, Defendants managers would "fix" the time record
2 so that that meal period would appear compliant and so Defendants could avoid payment of any
3 meal premiums, again without pay. Plaintiffs and the class members were also required to work
4 or otherwise remain under Defendants' control after their shift end times, including on site and
5 through after-hours work-related communications and other work requirements.

6 13. Defendants followed a similar unlawful practice, upon information and belief, in
7 connection with other Employees in a concerted effort to limit and restrict regular and overtime
8 hours earned by and owing to Plaintiffs and the other Class members. Time worked off the clock
9 also caused Plaintiffs and other Class members to work beyond eight hours in a shift. As a result
10 of the above-described off the clock work, Defendants failed to pay Plaintiffs and Class members
11 overtime for several minutes to hours at the end of work shifts which Defendants did not record
12 in any timekeeping or payroll records.

13 14. Defendants also failed to pay reporting time pay to Plaintiffs and Class members.
14 On at least one occasion, Plaintiffs were reported to work only to be sent home within one hour.
15 Defendants failed to pay Employees in such instances for half of their usual or scheduled day's
16 work or four hours at the correct rate of pay.

17 15. Plaintiffs were therefore not paid for all their hours worked at the required
18 minimum, overtime and double time wage rates due to Defendants' policy and practice of
19 requiring them to work off the clock and without pay. With work shifts generally scheduled for
20 eight hours or more, this unpaid off the clock work resulted in Plaintiffs and the Class members
21 working past eight hours on a shift, which required that they be paid at the correct overtime rate
22 of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiffs and the Class
23 members by failing to pay them at the required overtime rates for all hours over eight in a work
24 shift or over forty in a work week, and all hours over twelve in a day at the required double time
25 rate. Upon information and belief, the Class members were bound by similar scheduling and
26 work policies which Defendants required them to follow and endured similar violations at
27 Defendants' hands as Plaintiffs.

1 16. Defendants have either failed to maintain timekeeping records for Plaintiffs that
2 would permit Plaintiffs to discover the nature and extent of the off the clock work Defendants
3 required and the actual hours Plaintiffs worked or have otherwise declined to produce them to
4 Plaintiffs in response to a timely and lawful request. By failing to pay for all hours worked,
5 Defendants have committed knowing and intentional ongoing violations of the record keeping
6 requirements under the Labor Code §§ 226 and 1174.

7 17. As a result of the above-described unlawful requirements to work off the clock,
8 the failure to accurately record all hours worked and the other wage violations they endured at
9 Defendants' hands, Plaintiffs and the Class members were not properly paid all wages earned and
10 all wages owed to them by Defendants, including when working more than eight hours in any
11 given day and/or more than forty hours in any given week. As a result of Defendants' unlawful
12 policies and practices, Plaintiffs and Class members incurred overtime hours worked for which
13 they were not adequately and completely compensated, in addition to the hours they were
14 required to work off the clock at their regular rates.

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

25 19. Therefore, from at least four years prior to the filing of this lawsuit and continuing
26 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
27 hours worked and failing to pay minimum wages for all time worked, as required by California
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1 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
2 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
3 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
4 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
5 Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants
6 paid Plaintiffs and the Class members bonuses and shift differentials and other forms of
7 remuneration above and beyond their hourly pay, upon information and belief Defendants
8 miscalculated and therefore underpaid any overtime they paid during these pay periods by failing
9 to include all forms of remuneration in the regular rate used to calculate and pay overtime.

10 20. Defendants also failed to provide Plaintiffs and the Class members with their
11 required meal periods and the at least two ten-minute rest breaks required for scheduled shifts of
12 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
13 provide lawful meal periods to Plaintiffs and the Class members, as required under the Labor
14 Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
15 authorize and permit Plaintiffs and the Class Members to take all required 10-minute rest breaks,
16 as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

17 21. More specifically, Plaintiffs worked shifts that entitled her to at least one meal
18 period, but Defendants' managers required Plaintiffs and the Class members to prioritize attending
19 to customers over taking lawful meal periods. To whatever extent there was ever a schedule for
20 meal periods, it went by the wayside quickly as there always seemed to be a customer that needed
21 assistance. Constant short-staffing led to systematically late meal periods if they were provided at
22 all, and on-duty meal periods that were incessantly interrupted by customer and management
23 demands and required job duties and tasks. Moreover, having to go through security and walk long
24 distances back to the work premises shortened Employees' meal periods. The heavy workload and
25 management expectations also contributed to Employees working through meal periods or not
26 taking them or taking them late so work could be accomplished or they were otherwise required to
27 remain under Defendants' control during meal periods. Employees, including Plaintiffs were
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1 instructed to clock out for their meal periods and resume working to avoid the appearance of meal
2 period violations on time records. Also, when meal period violations appeared in timekeeping
3 records, Defendants' managers adjusted Employees' records so that meal periods would appear
4 compliant to avoid paying Employees meal period premiums.

5 22. Therefore, meal period violations systematically occurred throughout all of
6 Plaintiffs' work shifts where Defendants both failed to provide a lawful meal period and meal
7 premium payment. To the extent Defendants ever did pay Plaintiffs a meal period premium, they
8 failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to
9 pay the one-hour premium payment. Upon information and belief, the other Class members were
10 subjected to similar unlawful policies and practices and endured similar violations as Plaintiffs.

11 23. Defendants thus failed to provide all the legally required unpaid, off-duty meal
12 periods and all the legally required paid, off-duty rest periods to Plaintiffs and the other Class
13 members, as required by the applicable Wage Order and Labor Code. Plaintiffs and other Class
14 members were required to perform work as ordered by Defendants or otherwise remain under
15 Defendants' control for more than five hours during a shift, or ten hours in a shift, but were often
16 required to do so without receiving a lawful, timely, and duty-free 30-minute meal breaks.
17 Additionally, as addressed above, Defendants followed a practice of requiring off the clock work,
18 in a manner that would impact when Employees were to receive meal periods and rest breaks,
19 thus leading to further violations.

20 24. As a result, Defendants' failure to provide Plaintiffs and the Class members with all
21 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
22 periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also
23 failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective
24 hourly rate of pay, for each meal period or rest break that Defendants failed to provide or
25 deficiently provided. Upon information and belief, if and when Defendants did pay any meal
26 period premiums, they failed to include all forms of remuneration in the regular rate used to
27 calculate and pay it.

1 25. Therefore, for at least four years prior to the filing of this action and through to the
2 present, Plaintiffs and the Class members were unable to take off-duty breaks or were otherwise
3 not provided with the opportunity to take required meal breaks due to Defendants' policies and
4 practices. On the occasions when Plaintiffs and the Class members were provided with a meal
5 period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were
6 not provided with one hour's wages in lieu thereof. Meal period violations thus occurred in one or
7 more of the following manners:

- 8 (a) Class members were not provided full thirty-minute duty free meal periods
9 for work days in excess of five hours and were not compensated one hour's
10 wages in lieu thereof, all in violation of, among others, Labor Code §§
11 226.7, 512, and the applicable Industrial Welfare Commission Wage
12 Order(s);
- 13 (b) Class members were not provided second full thirty-minute duty free meal
14 periods for work days in excess of ten hours;
- 15 (c) Class members were required to work through at least part of their daily
16 meal period(s);
- 17 (d) Meal periods were provided after five hours of continuous work during a
18 shift; and
- 19 (e) Class members were restricted in their ability to take a full thirty-minute
20 meal period and were not permitted to leave their work premises during
21 meal periods and were otherwise required to remain under Defendants'
22 control during meal periods.

23 26. Defendants also failed to authorize and permit Plaintiffs and the Class members to
24 take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction
25 thereof. There were similar issues with the required net ten-minute rest breaks that Plaintiffs and
26 the Class members were unable to take as with meal periods. Defendants made no efforts or
27 provided no emphasis on authorizing and permitting Employees to take net ten-minute rest breaks
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1 for every four hours of work.

2 27. Given the constant and ongoing job demands she faced and Defendants' failure to
3 adequately staff its facilities to permit employees to take breaks, Plaintiffs were compelled to
4 remain on the premises performing job-related duties and remaining under Defendants' control
5 during times when she was supposed to be enjoying a duty-free rest break. By uniformly
6 requiring Plaintiffs and the other similarly situated co-workers to remain under Defendants'
7 control and on premises during rest breaks, Defendants committed systematic and ongoing rest
8 break violations. To the extent Defendants paid any rest break premium payments under Labor
9 Code § 226.7 to Plaintiffs or Class members these payments failed to include all forms of
10 remuneration, including shift differentials and bonuses and premium payments to Plaintiffs, in the
11 regular hourly rate at which they paid the rest break premiums.

12 28. Defendants' management did not emphasize the requirement to provide at least
13 one ten-minute duty-free rest period for each four-hour duty period, or major fraction thereof. If
14 and when Plaintiffs were permitted to take a ten-minute rest break on a shift, she was not
15 permitted to take a second one or a third one or any breaks were untimely or impermissibly
16 shortened. Further violations occurred as Plaintiffs and the Class members were required to
17 remain under Defendants' control by not being able to leave the premises and by Defendants'
18 requirement that they remain ready to respond to work requirements and job demands.

19 29. Therefore, Defendants failed to authorize and permit Class members to take all
20 their required rest breaks. Plaintiffs and the other similarly situated Class members were either
21 not authorized permitted the opportunity to take a rest break, or were required to remain under
22 Defendants' control and respond to instructions and job demands. Defendants also failed to
23 authorize and permit Employees to leave the property premises duringg rest breaks, or else
24 prevented them from doing so, thus further evidencing Defendants' policy and practice of
25 requiring Plaintiffs and the Class members to remain under their control during required off-duty
26 rest breaks.

27 30. Defendants' policies and practices thus systematically deny and denied Plaintiffs
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1 and the Class members full, duty-free ten-minute rest periods and thirty-minute, duty-free meal
2 periods. The California Supreme Court has instructed that the rest period requirement obligates
3 employers to permit and authorize employees to take-off-duty rest periods. That is, during rest
4 periods employers must relieve employees of all duties and relinquish control over how
5 employees spend their time. Plaintiffs and the Class members were and are under Defendants'
6 control when they are working through rest breaks, and Defendants failed to schedule or account
7 for required first, second, and third rest breaks during the shifts Plaintiffs and the Class members
8 generally worked.

9 31. Plaintiffs and the Employees in the Class were not authorized and permitted to
10 take lawful rest periods, were systematically required by Defendants to work through or during
11 breaks, and were not provided with one hour's wages in lieu thereof. They were required to
12 remain on duty during breaks or portions of their breaks, thus making them either untimely or
13 shortened and on-duty, and they were also prevented from leaving the premises during rest breaks
14 under Defendants' policies and practices. Rest period violations therefore arose in one or more of
15 the following manners:

- 16 (a) Class members were required to work without being provided a minimum
17 ten minute rest period for every four hours or major fraction thereof
18 worked and were not compensated one hour of pay at their regular rate of
19 compensation for each workday that a rest period was not provided, and to
20 the extent Defendants paid any premiums, they failed to include all forms
21 of remuneration in the regular rate used to calculate and pay them.
- 22 (b) Class members were not authorized and permitted to take timely rest
23 periods for every four hours worked, or major fraction thereof;
- 24 (c) Class members were required to remain on duty and under Defendants'
25 control during rest periods or otherwise had their rest periods interrupted
26 by work demands; and
- 27 (d) Class members were not permitted to leave the premises during breaks.
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1 32. From at least four years prior to the filing of this lawsuit and continuing to the
2 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
3 deducting the Employees' earned wages, including by requiring off the clock work during breaks
4 and before and after work shifts and by miscalculating the regular rate and accordingly
5 underpaying overtime wages and meal and rest break premiums. By not compensating Employees
6 for all hours worked and under Defendants' control at the correct rates, Defendants unlawfully
7 deducted wages earned by and owed to Plaintiffs and the Class members, in violation of Labor
8 Code § 221.

9 33. Defendants also violated California Labor Code § 246 by not providing all
10 required paid sick days to Plaintiffs and the similarly aggrieved Employees. Labor Code § 246
11 provides that an Employee who "works in California for the same employer for 30 or more days
12 within a year from the commencement of employment is entitled to paid sick days as specified in
13 this section." Paid sick time for nonexempt employees shall be calculated in the same manner as
14 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
15 failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required
16 and earned sick days paid at the correct rate of pay, in violation of Labor Code § 246.
17 Additionally and upon information and belief, Defendants have failed to provide COVID-19
18 supplemental sick leave to the Class members during the relevant time period, including by
19 failing to provide two work weeks of COVID-19 supplemental paid sick leave paid at the correct
20 rates as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as
21 these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days
22 were unlawfully withheld, the dollar amount of paid sick days withheld from the employee
23 multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to
24 exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the
25 administrative penalty." Plaintiffs accordingly seek this relief available for Defendants' failure to
26 provide Employees with all their required and earned sick days and all their COVID-19
27 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and
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1 statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558,
2 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to
3 Labor Code § 2699(g)(1).

4 34. Upon information and belief, Defendants also failed to provide Employees such as
5 Plaintiffs at the time of her employment and thereafter with written notice complying with all the
6 requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer
7 shall provide to each employee a written notice, in the language the employer normally uses to
8 communicate employment-related information to the employee, containing" specifically required
9 information. Upon information and belief, Defendants failed to provide this information to the
10 Class Members as required under Labor Code § 2810.5. Defendants were required to provide
11 Plaintiffs and the Class members certain specific information upon hiring pursuant to California
12 Labor Code § 2810.5. Defendants failed to provide Plaintiffs with any such information when
13 they were hired, or have failed to produce it, and upon information and belief, Defendants
14 committed similar violations in connection with similarly situated Class members.

15 35. As a result of these illegal policies and practices, Defendants also engaged in and
16 enforced the following additional unlawful practices and policies against Plaintiffs and the Class
17 members they seek to represent:

- 18 (a) failing to pay all wages owed to Class members who either were
19 discharged, laid off, or resigned in accordance with the requirements of
20 Labor Code §§ 201, 202, 203;
- 21 (b) failing to pay all wages owed to the Class members twice monthly in
22 accordance with the requirements of Labor Code § 204;
- 23 (c) failing to pay Class members all wages owed, including all meal and rest
24 period premium wages, and failing to pay them at the regular rate of
25 compensation;
- 26 (d) failing to maintain accurate records of Class members' hours worked and
27 earned wages and meal periods in violation of Labor Code §§ 226 and
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1 1174(d) and section 7 of the applicable IWC Wage Orders; and

2 (e) failing to produce timekeeping records in response to Plaintiffs' timely and
3 lawful request to receive them under these authorities.

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

21 37. Defendants also provided Plaintiffs and the Class members with wage statements
22 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
23 For the same reasons as explained above, Plaintiffs and the Class members were provided with
24 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
25 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants
26 miscalculated meal and rest break premiums, and sick time if and when they did pay them.
27 Defendants followed this unlawful policy and practice even though both Plaintiffs and Defendants
28

1 were aware that Plaintiffs and the Class members worked more total hours than were reflected on
2 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.
3 Plaintiffs and the Employees in the Class were unable to discern from their wage statements alone
4 the actual hours they worked in total during a pay period and the rates they were paid for those
5 hours worked.

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

15 39. Defendants also violated Labor Code § 212 which provides that wages shall be paid
16 on demand and without discount. Specifically, Defendants issued Plaintiffs and Class members
17 wages by paychecks drawn on an account at Liberty Bank and Trust Company. There is no
18 California business address present on their paychecks and no bank facilities are available in
19 California so that Employees may cash their paychecks without incurring fees. Moreover,
20 Defendants issued Plaintiff Nicholas' wages on a pay card which, due to predetermined
21 withdrawal limits, did not permit her to cash out all her wages on demand. Thus, Plaintiff Nicholas
22 had to complete three separate withdrawal transactions to cash out the wages from the pay card.
23 Plaintiffs received their final wages on a pay card, and final wages were not provided at the time
24 of termination. Accordingly, Defendants violated the express requirements of Labor Code § 212.

25 40. Defendants also required Plaintiffs and the Class members to work hours off the
26 clock for which they were not compensated. They were required to endure off the clock work
27 addressed above during interrupted or otherwise on-duty meal and rest periods and were not
28

1 provided with sick pay and supplemental sick leave and were subjected to systematic off the clock
2 work. Defendants also failed to pay all overtime premium wages owed for work conducted on a
3 work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
4 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
5 Plaintiffs and other similarly situated Employees at the time of their termination or within seventy-
6 two hours of their resignation, as required by California wage-and-hour laws, including under
7 Labor Code § 203.

8 41. From at least four years prior to the filing of this lawsuit and continuing to the
9 present, Defendants have regularly required Plaintiffs and the Class members to incur necessary
10 business expenses in the course of performing their required job duties without reimbursement.
11 These included the cell phone-related expenses Plaintiffs incurred in responding to calls from
12 management. Plaintiffs and the Class members must be reimbursed for these necessary business
13 expenses under Labor Code § 2802, and Defendants systematically failed to do so.

14 42. Additionally, Labor Code § 2810.8 requires that airport hospitality operations,
15 (here Defendants), provide written offers to rehire workers laid off by the COVID-19 pandemic
16 within five business days of job openings becoming available for which they are qualified. Where
17 more than one employee is qualified for a position, the employer is required to offer the position
18 to the laid-off employee with the greatest length of service based on their date of hire. Section
19 2810.8 also imposes certain record-keeping requirements for three years.

20 43. Following months of unemployment due to the COVID-19 pandemic, Plaintiff
21 Nicholas was finally restored to work on or about October 27, 2022. On information and belief,
22 positions had become available earlier by Defendants, but Plaintiff Nicholas was not contacted
23 until more than five days had passed after the position had been established. On information and
24 belief, Plaintiff Nicholas was also recalled to work after less qualified employees or those with
25 less seniority were recalled sooner. On information and belief, similarly situated laid-off Class
26 members experienced similar delays in being recalled to work and experienced similar disparities
27 in their order of hire thus resulting in similar Labor Code violations.

44. In light of the foregoing, Plaintiffs and the Employees in the Class bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 212, 218, 218.5, 218.6, 221, 226, 226.4, 225.5, 226.7, 246, 248.1, 248.2, 248.5, 351, 354, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, 2810.8 and 2698 *et seq.*, and California Code of Regulations, Title 8, section 11000 *et seq.*

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

CLASS ALLEGATIONS

46. Plaintiffs bring this class action on behalf of themselves and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” This includes all hourly food and customer service employees and those in similar and related positions. 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.

e. Subclass 5. Reporting Time Pay Subclass: All Class members who were not compensated reporting time pay.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of deducting wages earned from their pay, including by requiring off the clock work.

h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All Class members who were subject to Defendants' policy and practice of not timely paying all wages earned when they were due and payable at least twice monthly.

i. Subclass 9. 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 10. 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.

k. Subclass 11. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

l. Subclass 12. Wages Payable on Demand Subclass. All Class members who were not paid in conformity with Labor Code section 212.

m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to

1 be unlawful, deceptive, and/or unfair.

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

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

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

20 **A. Numerosity**

21 50. The potential members of the Class as defined are so numerous that joinder of all
22 the Class members is impracticable. While the precise number of Class member has not been
23 determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the
24 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
25 Class definition within the State of California. Plaintiffs allege that Defendants' employment
26 records will provide information as to the number and location of all Class members.

27 **B. Commonality**

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

- 7 a. Whether Defendants failed to pay Employees minimum wages;
- 8 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 9 c. Whether Defendants failed to pay Employees overtime as required under Labor
10 Code § 510;
- 11 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
12 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
13 premium pay in lieu thereof;
- 14 e. Whether Defendants paid reporting time pay under the applicable wage order and 8
15 CCR § 11050(5);
- 16 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
17 Orders, by failing to authorize and permit Employees to take requisite rest breaks
18 or provide premium pay in lieu thereof;
- 19 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with
20 inaccurate wage statements and wage statements that omitted many of the Section
21 226(a) requirements.
- 22 h. Whether Defendants violated Labor Code § 221;
- 23 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
24 wages and compensation due and owing at the time of termination of employment;
- 25 j. Whether Defendants' conduct was willful;
- 26 k. Whether Defendants violated Labor Code § 226 and § 1174 and §1198 and the
27 IWC Wage Orders by failing to maintain accurate records of Class members'
- 28

earned wages and work periods;

- l. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- o. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- p. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- q. Whether Defendants violated Labor Code § 212.
- r. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- s. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

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

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

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

57. Defendants, as prospective and actual employers of the Employees in the Class, had a special fiduciary duty to disclose to prospective Class members the true facts surrounding Defendants' pay practices, policies and working conditions imposed upon the similarly situated

1 Employees as well as the effect of any alleged arbitration agreements that may have been forced
2 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
3 and policies, most notably intentionally refusing to pay for all hours actually worked which should
4 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
5 agreements and policies and practices on the Employees and Class as a whole.

6 58. Plaintiffs and the Employees in the Class did not discover the fact that they were
7 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
8 any discussion about Plaintiffs' and the Class members' waiver of their Constitutional rights of
9 trial by jury, to collectively organize and oppose unlawful pay practices under California law as
10 well as obtain injunctive relief preventing such practices from continuing. As a result, the
11 applicable statutes of limitation tolled until such time as Plaintiffs and the Class members
12 discovered their claims.

13 **FIRST CAUSE OF ACTION**
14 **FAILURE TO PAY MINIMUM WAGES**
15 **(Against All Defendants)**

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

18 60. Defendants failed to pay Employees minimum wages for all hours worked.
19 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
20 would work hours and not receive wages, including as alleged above in connection with off the
21 clock work, including all the time required to remain on duty and under Defendants' control
22 during breaks and due to the work demands placed upon them by Defendants' management and
23 customers and by paying what should have been overtime hours as regular hours. Defendants'
24 uniformly applied policies required systematic off the clock work and underpayment of all wages
25 owed to Employees over a period of time, while benefiting Defendants. During the relevant time
26 period, Defendants thus regularly failed to pay minimum wages to Plaintiffs and the Class
27 members, including by requiring systematic off the clock work. To the extent any local wage
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ordinances were also applicable to paying the employees an hourly rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs and the other members of the Class as to minimum wage pay.

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

62. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wage rate fixed by the commission for work during the relevant period is found in the Wage Orders.

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

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

1 65. In committing these violations of the California Labor Code, Defendants
2 inaccurately recorded, or required Plaintiffs and the Class members to input times that did not
3 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
4 time worked by Plaintiffs and other members of the Class, including by requiring off the clock
5 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
6 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
7 Welfare Commission requirements and other applicable laws and regulations. As a result of these
8 violations, Defendants also failed to timely pay all wages earned in accordance with California
9 Labor Code § 1194.

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

14 67. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
15 1197.1, Plaintiffs and Class members are entitled to recover a penalty of \$100.00 for the initial
16 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
17 pay each employee minimum wages.

18 68. Pursuant to California Labor Code § 1194.2, Plaintiffs and Class members are
19 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
20 interest thereon.

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

24 70. Plaintiffs and the Class members are entitled to recover the unpaid minimum wages
25 (including double minimum wages) and local wage ordinance wages and liquidated damages in an
26 amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s
27 fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other
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1 members of the Class further request recovery of all unpaid wages, according to proof, interest,
2 statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as
3 provided by the California Labor Code and/or other applicable statutes. To the extent minimum
4 wage compensation is determined to be owed to the Class members who have terminated their
5 employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore
6 these individuals are also be entitled to waiting time penalties under California Labor Code § 203,
7 which penalties are sought herein on behalf of these Class members. Defendants' failure to timely
8 pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code §
9 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as
10 alleged herein was willful, intentional, and not in good faith. Further, Plaintiffs and other Class
11 members are entitled to seek and recover statutory costs.

12 **SECOND CAUSE OF ACTION**

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

14 **(Against All Defendants)**

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

17 72. California Labor Code § 1194 provides that "any employee receiving less than the
18 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
19 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
20 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
21 may be maintained directly against the employer in an employee's name without first filing a
22 claim with the Division of Labor Standards and Enforcement.

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

4 74. Defendants had a consistent policy of not paying Employees wages for all hours
5 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
6 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
7 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
8 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
9 clock work, as detailed above.

10 75. Defendants thus had a consistent policy of not paying Employees wages for all
11 hours worked, including hours at their required regular, overtime, and double-time rates.
12 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
13 and/or modified certain employees' hours, including Plaintiffs', or required Plaintiffs and the
14 Class members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiffs
15 and the Class members all earned and owed straight time and overtime wages and other benefits,
16 in violation of the California Labor Code, the California Code of Regulations and the IWC Wage
17 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
18 have also violated these provisions by requiring Plaintiffs and other similarly situated non-exempt
19 employees to work through meal periods or remain under Defendants' control when they were
20 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
21 respond to demands from customers and managers.

22 76. Therefore, Employees were not properly compensated, nor were they paid overtime
23 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
24 Based on information and belief, Defendants did not make available to Employees a reasonable
25 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
26 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
27 Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated
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1 Class members to work through meal periods when they were required to be clocked out or to
2 otherwise work off the clock to complete their daily job duties.

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

8 78. Additionally, Labor Code § 558(a) provides "any employer or other person acting
9 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
10 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
11 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
12 pay period for which the employee was underpaid in addition to an amount sufficient to recover
13 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
14 underpaid employee for each pay period for which the employee was underpaid in addition to an
15 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
16 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
17 this section are in addition to any other civil or criminal penalty provided by law." Defendants
18 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
19 Wage Orders. Accordingly, Plaintiffs and the Class members seek the remedies set forth in Labor
20 Code § 558.

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

27 80. Employees have been damaged by these violations of California Labor Code §§
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1 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
2 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
3 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
4 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
5 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
6 any order or ruling of the commission.”

7 81. Consequently, pursuant to the California Labor Code, including Labor Code §§
8 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
9 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
10 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
11 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
12 against Defendants, and each of them, and any additional sums as provided by the Labor Code
13 and/or other statutes.

14 **THIRD CAUSE OF ACTION**

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

16 **(Against All Defendants)**

17 82. Plaintiffs re-allege and incorporate all preceding paragraphs, as if set forth herein.

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

24 84. Defendants failed to provide Employees with meal periods as required under the
25 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
26 to work or to otherwise remain under Defendants’ control during meal periods, or Defendants
27 provided them after Employees worked beyond the fifth hour of their shifts or Employees
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1 otherwise had them shortened and interrupted by work demands and requirements to perform off
2 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
3 on the occasions when Employees worked more than ten hours in a given shift, they did so
4 without receiving a second uninterrupted thirty-minute meal period as required by law.

5 85. Defendants thus failed to provide Plaintiffs and the Class members with meal
6 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
7 including by not providing them with the opportunity to take meal breaks, by providing them late
8 or for less than thirty minutes, or by requiring them to perform work during breaks.

9 86. Moreover, Defendants failed to compensate Employees for each meal period not
10 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
11 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
12 employee a meal period in accordance with this section, the employer shall pay the employee one
13 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
14 period is not provided. As detailed above, when Defendants paid any meal period premiums, they
15 upon information and belief underpaid them by miscalculating the regular rate of compensation by
16 not including all forms of remuneration in it. Defendants thus failed to compensate the Employees
17 in the Class for each meal period not provided or inadequately provided, as required under Labor
18 Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

19 87. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
20 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
21 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
22 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory
23 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and
24 other statutes and applicable IWC Wage Order paragraphs.

25 **FOURTH CAUSE OF ACTION**

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

27 **(Against All Defendants)**

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

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

6 90. Employees consistently worked consecutive four hour shifts and were generally
7 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
8 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
9 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
10 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
11 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no effort
12 to authorize and permit Plaintiffs and the Class members to take lawful rest breaks. Employees
13 were often required to work or to otherwise remain under Defendants' control during rest periods,
14 including by responding to work requirements, and had breaks provided untimely as a result of the
15 above described off the clock work.

16 91. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
17 Orders provide that if an employer fails to provide an employee rest period in accordance with this
18 section, the employer shall pay the employee one hour of pay at the employee's regular rate of
19 compensation for each workday that the rest period is not provided. Defendants failed to do so.

20 92. Defendants, and each of them, have therefore intentionally and improperly denied
21 rest periods to Plaintiffs and the Class members in violation of Labor Code §§ 226.7 and 512 and
22 paragraph 12 of the applicable IWC Wage Orders.

23 93. Defendants failed to authorize and permit Plaintiffs and the Class members to take
24 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
25 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
26 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
27 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants paid any rest break
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1 premiums, they upon information and belief, underpaid them by miscalculating the regular rate of
2 compensation by not including all forms of remuneration in it. Defendants thus failed to
3 compensate the Employees in the Class for each rest period not provided or inadequately
4 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
5 Wage Order.

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

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO PAY REPORTING TIME PAY UNDER WAGE ORDER 5-2001,**

13 **8 CCR § 11050(5)**

14 **(Against All Defendants)**

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

17 96. Wage Order 5-2001 provides that “[e]ach workday an employee is required to
18 report for work and does report, but is not put to work or is furnished less than half said
19 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
20 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at
21 the employee's regular rate of pay, which shall not be less than the minimum wage.” Cal. Code
22 Regs., tit, 8, § 11050(5)(A).

23 97. As set forth herein, Plaintiffs and Employees were required to report for work and
24 were sent home before half of their scheduled days’ work. Defendants failed to pay Plaintiffs and
25 Employees for half of their scheduled days’ work in violation of the applicable Wage Order.

26 98. As a direct and proximate results of Defendants' actions as set forth herein,
27 Plaintiffs and the Class have been damaged in that they have not been paid all required reporting
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1 time pay.

2 99. Consequently, pursuant to the California Labor Code, including Labor Code §§
3 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
4 paragraphs 5(A-D), Defendants are liable to Employees for the full amount of all their unpaid
5 wages, including reporting time pay, with interest, plus their reasonable attorneys' fees and costs,
6 as well as the assessment of any statutory penalties against Defendants, and each of them, and
7 any additional sums as provided by the Labor Code and/or other statutes.

8 **SIXTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 226(a)**
10 **(Against All Defendants)**

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

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

20 102. Defendants failed to provide Plaintiffs and the similarly situated Employee Class
21 members with accurate itemized wage statements in writing, as required by the Labor Code and
22 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
23 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
24 including for all overtime and double time hours worked and for deficient meal periods and rest
25 breaks, all of which Defendants knew or reasonably should have known were owed to the
26 Employees, as alleged above.

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

12 104. Plaintiffs and the Class members suffered injury as a result of Defendants'
13 knowing and intentional failure to provide them with the wage and hour statements as required by
14 law and are presumed to have suffered injury and entitled to penalties under Labor Code §
15 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
16 accurate and complete information as required by any one or more of items Labor Code § 226
17 (a)(1) to (9), inclusive, and the Plaintiffs and Class members cannot promptly and easily
18 determine from the wage statement alone one or more of the following: (i) The amount of the
19 gross wages or net wages paid to the employee during the pay period or any of the other
20 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
21 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
22 wages to determine the net wages paid to the employee during the pay period, (iii) The name and
23 address of the employer and, (iv) The name of the employee and only the last four digits of his or
24 her social security number or an employee identification number other than a social security
25 number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a
26 reasonable person [i.e. an objective standard] would be able to readily ascertain the information
27 without reference to other documents or information.
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1 105. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
2 are required “to pay each employee, on the established payday for the period involved, not less
3 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
4 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
5 or under conditions of labor prohibited by the order is unlawful.” Plaintiffs and the Class members
6 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
7 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
8 IWC Wage Orders.

9 106. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
10 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
11 Class suffered injuries, including among other things confusion over whether they received all
12 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
13 them to make mathematical computations to analyze whether the wages paid in fact compensated
14 them correctly for all hours worked.

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

21 **SEVENTH CAUSE OF ACTION**
22 **VIOLATION OF LABOR CODE § 221**
23 **(Against All Defendants)**

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

26 109. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
27 receive from an employee any part of wages theretofore paid by said employer to said employee.”
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1 Pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy,
2 an employer must timely pay its employees for all hours worked. Defendants failed to do so.

3 110. Defendants unlawfully received and/or collected wages from the Employees in the
4 Class by requiring off the clock work, by miscalculating overtime, and by not paying one hour of
5 pay at the regular rate of compensation for every meal and rest period violation endured by
6 Plaintiffs and the other Class members, and otherwise as alleged above. By not compensating
7 Employees for all hours worked and meal and rest period premiums, Defendants unlawfully
8 deducted wages earned in violation of Labor Code § 221.

9 111. As a direct and proximate cause of the unauthorized deductions, Employees have
10 been damaged, in an amount to be determined at trial.

11 **EIGHTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 204**
13 **(Against All Defendants)**

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

16 113. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
17 employment are due and payable twice during each calendar month, on days designated in
18 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
19 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
20 during which the labor was performed, and labor performed between the 16th and the last day,
21 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
22 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
23 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
24 calendar days following the close of the payroll period.” As detailed above, Defendants
25 maintained a consistently applied policy and practice of not paying all wages earned between the
26 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
27 between the 16th and the last day of the month between the 1st and 10th day of the following month.

1 Defendants similarly failed to pay all wages earned by not more than seven calendar days
2 following the close of the payroll period.

3 114. All wages due and owing to Plaintiffs and the Class members, including as required
4 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
5 required by Labor Code § 1194 and other sections became due and payable to each employee in
6 each pay period that he or she was not provided with a meal period or rest period or paid straight
7 or overtime wages to which he or she was entitled.

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

17 116. As a result of the unlawful acts of Defendants, Plaintiffs and the Class s have been
18 deprived of wages in amounts to be determined at trial, and they are entitled to recovery of such
19 amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to Labor Code §
20 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC Wage Orders.

21 **NINTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 203**

23 **(Against All Defendants)**

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

26 118. Plaintiffs and numerous Class members are no longer employed by Defendants;
27 they either quit Defendants’ employ or were fired therefrom.
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1 119. Defendants failed to pay these Employees all wages due and certain at the time of
2 termination or within seventy-two hours of resignation.

3 120. The wages withheld from these Employees by Defendants remained due and owing
4 for more than thirty days from the date of separation from employment. Additionally, Defendants
5 failed to pay Plaintiff Nicholas her final check at the time of her termination.

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

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

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

2 **TENTH CAUSE OF ACTION**

3 **FAILURE TO ISSUE WAGES PAYABLE BY AN INSTRUMENT PAYABLE ON**
4 **DEMAND AND WITHOUT DISCOUNT UNDER LABOR CODE §§ 212 AND 225.5**

5 **(Against All Defendants)**

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

8 125. Labor Code § 212 provides that wages shall be paid on demand and without
9 discount.

10 126. In violation of Labor Code § 212, Defendant knowingly and willfully failed to
11 issue Plaintiffs and Class members wages payable on demand, “without discount.” Defendants
12 issued Plaintiffs and Class members wages by paychecks drawn on an account at Liberty Bank
13 and Trust Company. There is no California business address that is present on their paychecks and
14 no bank facilities are available in California so that Employees may cash their paychecks without
15 incurring fees. Defendants violated the express requirements of Labor Code § 212. Labor Code §
16 225.5 provides for penalties for Labor Code § 212 violations.

17 127. Defendants have maintained a common unlawful policy and practice of failing to
18 issue wages payable by an instrument payable on demand and without discount under Labor Code
19 § 212.

20 128. As a direct and proximate result of Defendants’ conduct in violation of Labor Code
21 § 212, Plaintiffs and Class members have suffered losses related to the use and enjoyment of
22 wages and lost interest on such wages.

23 129. Pursuant to Labor Code §§ 212 and 225.5, Defendants are liable for civil penalties
24 including \$100.00 for the initial violation for each failure to pay each employee pursuant
25 to section 212, \$250 for each subsequent violation for each failure to pay each employee pursuant
26 to section 212, plus 25% of the amount unlawfully withheld, in an amount as may be established
27 according to proof at trial.

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ELEVENTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5
(Against All Defendants)

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

131. 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.

132. During the course of Plaintiffs’ and Employees’ employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiffs and Class Members as required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and premium pay as discussed above and failing to document and pay for actual hours worked.

133. Defendants are also required by the California Labor Code § 1198 and the applicable Wage Order to maintain a tracking system that accurately records the times during which Employees work.

134. Defendants have maintained a common unlawful policy and practice of failing to accurately record all hours worked and all meal period start and end times.

135. Defendants’ failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them.

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

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

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

138. Plaintiffs are informed and believe and based thereon allege that throughout the period applicable, Defendants required Plaintiffs and the Class members to pay for necessary work related expenses they incurred. These included the cell phone-related expenses Plaintiffs incurred in responding to calls from management. Plaintiffs and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

139. 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.

140. 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.

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

THIRTEENTH CAUSE OF ACTION

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

(Against All Defendants)

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

1 full herein. Plaintiffs, on behalf of themselves, the Employees in the Class, and the general
2 public, bring this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
3 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
4 harmful to Employees and the general public. Plaintiffs seeks to enforce important rights
5 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

6 143. Plaintiffs are a “person” within the meaning of Business & Professions Code
7 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
8 injunctive relief, restitution, and other appropriate equitable relief.

9 144. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
10 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
11 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
12 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiffs and
13 Class members for all hours worked, due to systematic business practices as alleged herein that
14 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
15 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
16 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
17 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

18 145. Wage-and-hour laws express fundamental public policies. Paying employees their
19 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
20 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
21 vigorously to enforce minimum labor standards, to ensure that employees are not required or
22 permitted to work under substandard and unlawful conditions, and to protect law-abiding
23 employers and their employees from competitors who lower costs to themselves by failing to
24 comply with minimum labor standards.

25 146. Defendants have violated statutes and public policies. Through the conduct alleged
26 in this Complaint Defendants have acted contrary to these public policies, have violated specific
27 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices
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1 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived
2 Plaintiffs, and all persons similarly situated, and all interested persons, of the rights, benefits, and
3 privileges guaranteed to all employees under the law.

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

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

10 149. By the conduct alleged herein, Defendants have engaged and continue to engage in
11 a business practice which violates California and federal law, including but not limited to, the
12 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
13 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
14 Court should issue declaratory and other equitable relief pursuant to California Business &
15 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
16 constitute unfair competition, including restitution of wages wrongfully withheld.

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

19 151. Unless restrained by this Court, Defendants will continue to engage in such
20 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
21 should make such orders or judgments, including the appointment of a receiver, as may be
22 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
23 deceptive practice prohibited by the Business & Professions Code, including but not limited to
24 the disgorgement of such profits as may be necessary to restore Employees to the money
25 Defendants have unlawfully failed to pay.

26 **FOURTEENTH CAUSE OF ACTION**

27 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

(Against All Defendants)

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

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

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

155. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, inter alia, on the following California Labor Code sections: §§ 201, 202, 203, 204, 212, 218, 218.5, 218.6, 221, 226, 226.4, 225.5, 226.7, 246, 248.1, 248.2, 248.5, 351, 354, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, 2810.8 and 2698 *et seq.*

156. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiffs assert, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions, including as follows:

(a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime

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

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

14 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
15 Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to
16 maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226,
17 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
18 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
19 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
20 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
21 providing inaccurate wage statements and failing to maintain records as required under Labor
22 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
23 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a
24 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
25 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
26 citation, ...";

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

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

12 (f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For
13 Defendants' failure to provide Employees with all their required and earned sick days and all their
14 COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil
15 and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5,
16 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to
17 Labor Code § 2699(g)(1); and

18 (g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor
19 Code §§ 212, 225.5, 2810.5, 2810.8 and any above addressed violation of the applicable provisions
20 of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor
21 Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
22 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
23 Labor Code § 2699(g)(1).

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

26 (a) Any employer or other person acting on behalf of an employer who
27 violates, or causes to be violated, a section of this chapter or any provision
28 regulating hours and days of work in any order of the Industrial Welfare
Commission shall be subject to a civil penalty as follows: (1) For any initial
violation, fifty dollars (\$50) for each underpaid employee for each pay period for

1 which the employee was underpaid in addition to an amount sufficient to recover
2 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
3 each underpaid employee for each pay period for which the employee was
4 underpaid in addition to an amount sufficient to recover underpaid wages...

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

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

14 158. Plaintiff Nicholas has exhausted her administrative remedies by submitting a
15 certified letter to the LWDA and Defendants on December 21, 2023 (LWDA Case No. LWDA-
16 CM-1001131-23) addressing in detail the specific provisions of the Labor Code Defendants have
17 violated and addressing the facts and legal theories to support the alleged violations and requested
18 penalties. The LWDA has not provided notice of its intent to investigate the alleged violations
19 within 65 calendar days of the postmark date of the letter, and Plaintiffs add this claim seeking
20 penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and
21 the original Complaint.

22 **RELIEF REQUESTED**

23 WHEREFORE, Plaintiffs pray for the following relief:

- 24 1. For an order certifying this action as a class action;
- 25 2. For compensatory damages in the amount of the unpaid minimum wages for work
26 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
27 the filing of this action, as may be proven;
- 28 3. For liquidated damages in the amount equal to the unpaid minimum wage and
interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime
and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees
for each missed or deficient meal period where no premium pay was paid therefor from four (4)

1 years prior to the filing of this action, as may be proven;

2 6. For compensatory damages in the amount of the hourly wage made by Employees
3 for each day requisite rest breaks were not provided or were deficiently provided where no
4 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
5 be proven;

6 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

7 8. For restitution and/or damages and penalties for Defendants' failure to pay all
8 wages due twice monthly under Labor Code § 204, as may be proven;

9 9. For restitution and/or damages for all amounts unlawfully withheld from the wages
10 for all class members in violation of Labor Code § 221, as may be proven;

11 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
12 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

13 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

14 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

15 13. For penalties pursuant to Labor Code § 225.5, as may be proven;

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

18 15. For restitution for unfair competition pursuant to Business & Professions Code
19 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

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

23 17. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

24 18. For penalties under Labor Code § 558, as may be proven;

25 19. For other wages and penalties under the Labor Code as may be proven;

26 20. For all general, special, and incidental damages as may be proven;

27 21. For an award of pre-judgment and post-judgment interest;

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- 22. For an award providing for the payment of the costs of this suit;
- 23. For an award of attorneys’ fees; and
- 24. For such other and further relief as this Court may deem proper and just.

DATED: June 26, 2025

D.LAW, INC.

By: /s/ Rose Sorial

Emil Davtyan
David Yeremian
Natalie Haritounian
Rose Sorial
Attorneys for Plaintiff Sophia A.
Nicholas and Jose Rodriguez Cordova,
and the putative class

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DATED: June 26, 2025

By: /s/ Rose Sorial

Emil Davtyan
David Yeremian
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Attorneys for Plaintiff Sophia A.
Nicholas and Jose Rodriguez Cordova,
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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Ste 840, Glendale, CA 91203

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

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

Silvia Pimentel
Silvia Pimentel