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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

SHANNON CARDRINO, on behalf of herself
and all others similarly situated, and the
general public,

Plaintiff,

v.

SARALE PACIFIC, LLC dba NEKTER
JUICE BAR, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV001617

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Pay Proper Reporting Time Wages;
5. Failure to Pay Proper Sick Pay (Lab. Code § 246);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Failure to Indemnify (Lab. Code § 2802);
9. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
10. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff SHANNON CARDRINO (“Plaintiff”), on behalf of herself, all others similarly
2 situated, the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants SARALE
5 PACIFIC, LLC dba NEKTER JUICE BAR, a California corporation; and DOES 1 through 50,
6 inclusive, (collectively referred to as “Defendants”) for alleged violations of the California Labor
7 Code and California Business and Professions Code. As set forth below, Plaintiff alleges that
8 Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
- 10 b. failed to pay them double time wages at the correct rate;
- 11 c. failed to pay them overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
- 13 d. failed to provide them with meal periods;
- 14 e. failed to provide them with rest periods;
- 15 f. failed to pay them premium wages for missed meal and rest periods;
- 16 g. failed to pay them proper reporting time pay;
- 17 h. failed to pay them proper sick time pay;
- 18 i. failed to provide them with accurate written wage statements;
- 19 j. failed to reimburse them with necessary business expenditures; and
- 20 k. failed to pay them all their final wages following separation of employment.

21 Based on these alleged Labor Code violations, Plaintiff now brings this class and
22 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
23 restitution, and related relief on behalf of herself, all others similarly situated, and the general public.

24 **JURISDICTION AND VENUE**

25 2. This Court has subject matter jurisdiction to hear this case because the monetary
26 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
27 jurisdiction of the Superior Court of the State of California.

28 3. Venue is proper in the County of Sacramento pursuant to Code of Civil Procedure

1 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
2 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
3 maintains offices, transacts business and/or has an agent therein.

4 4. Venue is proper in Sacramento County because Defendants' have at all times alleged
5 herein, conducted business in Sacramento County, and throughout California. As such, venue is
6 proper in any county in California.

7 **PARTIES**

8 5. Plaintiff SHANNON CARDRINO is, and at all relevant times mentioned herein, an
9 individual residing in the State of California.

10 6. Plaintiff is informed and believes, and thereupon alleges that Defendant SARALE
11 PACIFIC, LLC dba NEKTER JUICE BAR is, and at all relevant times mentioned herein, a California
12 corporation doing business in the State of California.

13 7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
14 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
15 will amend this Complaint to allege the true names and capacities of the DOE defendants when
16 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
17 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
18 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
19 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
20 defendants when ascertained.

21 8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
22 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
23 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
24 or all of the other defendants, and in doing the things alleged herein, were acting within the course
25 and scope of such relationship and with the full knowledge, consent, and ratification by such other
26 defendants.

27 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
28 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and

1 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
2 and omissions alleged herein.

3 10. This action has been brought and may be maintained as a class action pursuant to Code
4 of Civil Procedure section 382 because there is a well-defined community of interest among the
5 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
6 unaware of any difficulties likely to be encountered in managing this case as a class action.

7 11. **Relevant Time Period:** The relevant time period is defined as the time period
8 beginning four years prior to the filing of this action until judgment is entered.

- 9 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
10 separately, and/or any staffing agencies and/or any other third parties in hourly or
11 non-exempt positions in California four years prior to the filing of this action and
12 ending on the date that final judgment is entered in this action (“Hourly Employee
13 Class”).
- 14 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
15 a shift in excess of five hours during the four years prior to the filing of this action
16 and ending on the date that final judgment is entered in this action.
- 17 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
18 shift of at least three and one-half (3.5) hours the four years prior to the filing of
19 this action and ending on the date that final judgment is entered in this action.
- 20 d. **Reporting Time Pay Sub-Class:** All **Hourly Employee Class** members who
21 were required to call in or otherwise show up to work without being paid half of
22 their usual or scheduled day's work from four years prior to the filing of this action
23 and ending on the date that final judgment is entered in this action.
- 24 e. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
25 separated from their employment with Defendants during the period beginning
26 three years before the filing of this action and ending when final judgment is
27 entered.
- 28 f. **Sick-Pay Class:** All persons employed by Defendants in California who, at any
time from four years prior to the filing of this action and ending on the date that
final judgment is entered in this action, worked for more than 30 days for
Defendants, and were not paid for at least one hour of sick time for every 30 hours
of work thereafter, or at least 3 days of sick time for every 12-month period of
employment.
- g. **Wage Statement Class:** All persons employed by Defendants in California during
the period beginning one year before the filing of this action and ending when final
judgment is entered.
- h. **Expense Reimbursement Class:** All persons employed by Defendants in
California who incurred business expenses during the **Relevant Time Period**.
- i. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**

members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

13. **Numerosity:** The class members are so numerous that the individual joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of class members, Plaintiff is informed and believes, and thereupon alleges that the actual number exceeds the minimum required for numerosity under California law.

14. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These common questions include, but are not limited to:

- a. Whether Defendants maintained a policy or practice of failing to provide employees with their rest periods;
- b. Whether Defendants maintained a policy or practice of failing to provide employees with their meal periods;
- c. Whether Defendants failed to pay premium wages to class members when they have not been provided with meal and rest periods at the appropriate rates of pay;
- d. Whether Defendants failed to pay minimum and/or overtime wages to class members for all time worked;
- e. Whether Defendants maintained a policy or practice of failing to pay proper reporting time pay;
- f. Whether Defendants failed to pay proper sick time pay;
- g. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- h. Whether Defendants applied policies or practices that result in late and/or

incomplete final wage payments;

- i. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- j. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- k. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

15. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

18. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent

1 or contradictory judgments inherent in individual litigation.

2 **GENERAL ALLEGATIONS**

3 19. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
4 statutory periods.

5 20. Defendants had a common policy and practice of systemically failing to pay Plaintiff
6 and Class Members proper wages and overtime for all hours worked, at the proper rates of pay. First,
7 Plaintiff and Class Members were paid less than minimum wage for shifts worked.

8 21. Next, Plaintiff and Class Members were also consistently required to perform work,
9 off-the-clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were
10 unable to clock in upon arriving to the workplace, and had to wait while on the worksite. Defendants
11 also required Plaintiff and Class Members to conduct work activities after clocking out. Finally,
12 Defendants required Plaintiff and Class Members to use their personal cell phone for work-related
13 purposes off-the-clock.

14 22. This uncompensated time caused Plaintiff and Class Members to work in excess of
15 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
16 and Class Members to minimum and overtime wages, which they were systemically denied.

17 23. Defendants also failed to Plaintiff and Class Members overtime wages at the proper
18 and applicable regular rates of pay. Specifically, Plaintiff and Class Members were not paid minimum
19 wage for shifts. This failure to pay minimum wage led Defendants to miscalculate Plaintiff's and
20 Class Members' regular rates of pay, as well as sick pay, vacation pay, overtime pay, and double pay.

21 24. Defendants had a common policy and practice of systemically denying Plaintiff and
22 Class Members the opportunity to take meal periods in compliance with the California Law.
23 Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members were denied the
24 opportunity to take timely meal periods prior to the completion of their fifth hour of work.
25 Furthermore, Plaintiff and Class Members were not relieved of all work duties during unpaid meal
26 periods and were required to keep working during meal breaks. Defendants never acquired a meal
27 break waiver from Plaintiff and Class Members.

28 25. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)

1 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
2 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
3 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
4 Defendants' practice of requiring putative class members to continue working through their meal and
5 rest periods due to the excessive workload.

6 26. Defendants had a common policy and practice of systemically denying Plaintiff and
7 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
8 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
9 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
10 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
11 no formal compliant written rest period policy that encouraged employees to take their rest periods,
12 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
13 and practice of requiring putative class members to continue working through their rest breaks due to
14 the excessive workload.

15 27. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
16 wages at their appropriate regular rates of pay for each meal and rest period denied.

17 28. Defendants also had a common policy and practice of failing to pay Plaintiff and Class
18 Members all reporting time pay to which they were entitled under California Law. Specifically,
19 Plaintiff and Class Members were required to call in or otherwise show up to work for shifts of two
20 hours or less and were not paid reporting time pay for the shift.

21 29. Plaintiff and Class Members were not provided with accurate wage statements as
22 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
23 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
24 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
25 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
26 or other indelible form."

27 30. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
28 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

1 31. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
2 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
3 not included.

4 32. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
5 were not accurately reflected in that: all hours worked, including overtime, were not included.

6 33. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
7 issues to Plaintiff and Class Members failed to state “the name and address of the legal entity that is
8 the employer.”

9 34. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
10 hourly rates in effect during the pay period and the corresponding number of hours worked at each
11 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
12 overtime, were not included.

13 35. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
14 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
15 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
16 of Labor Code § 226.

17 36. Plaintiff and Class Members were not reimbursed for business expenses incurred in
18 executing their duties under Defendant’s employ. Specifically, Defendants required Plaintiff and
19 Class Members to drive during work hours for business-related activities, incurring costs for gasoline,
20 vehicle maintenance, and other transportation-related costs. Further, Defendants required Plaintiff
21 and Class Members to use their personal cell phones for work-related purposes, incurring costs for
22 phone use and maintenance. Finally, Defendants required Plaintiff and Class Members to maintain
23 their work uniforms, such as a company-branded short, incurring costs for cleaning and maintenance.
24 Defendant never reimbursed Plaintiff and Class Members for these necessary business expenditures.

25 37. Defendants had a common policy and practice of systemically failing to pay Plaintiff
26 and Class Members the requisite sick time pay in accordance with California Law. Specifically,
27 Plaintiff and Class Members worked for Defendants for more than 30 days, but were not paid at least
28 one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month

1 period of work.

2 38. Defendants also failed to provide suitable seating to Aggrieved Employees (defined
3 *infra*). The operations at Defendant’s facilities allowed for the presence and use of a stool or seat by
4 Aggrieved Employees during the performance of their work duties. The nature of the effected job
5 positions can reasonably be accomplished while using a seat or stool. However, Defendant failed to
6 provide Aggrieved Employees suitable seating when the nature of these employees’ work reasonably
7 permitted sitting.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS**

10 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

11 **(Plaintiff and Meal Period Sub-Class)**

12 39. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
13 fully alleged herein.

14 40. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
15 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
16 Code and the applicable Industrial Welfare Commission Wage Order.

17 41. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
18 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
19 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
20 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
21 minutes for each work period of ten hours.

22 42. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
23 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
24 during required meal periods and require employers to pay non-exempt employees an hour of
25 premium wages on each workday that the employee is not provided with the required meal period.

26 43. Compensation for missed meal periods constitutes wages within the meaning of Labor
27 Code section 200.

28 44. Labor Code section 1198 makes it unlawful to employ a person under conditions that

1 violate the applicable Wage Order.

2 45. Section 11 of the applicable Wage Order states:

3 No employer shall employ any person for a work period of more than
4 five (5) hours without a meal period of not less than 30 minutes, except
5 that when a work period of not more than six (6) hours will complete
6 the day's work the meal period may be waived by mutual consent of
7 the employer and employee. Unless the employee is relieved of all duty
8 during a 30 minute meal period, the meal period shall be considered an
9 'on duty' meal period and counted as time worked. An 'on duty' meal
period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written
agreement between the parties an on-the-job paid meal period is agreed
to. The written agreement shall state that the employee may, in writing,
revoke the agreement at any time.

10 46. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
11 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
12 members were not subject to valid on-duty meal period agreements with Defendants.

13 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
14 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
15 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
16 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
17 Specifically, due to understaffing and heavy workloads, Plaintiff and **Meal Period Sub-Class**
18 members were denied the opportunity to take timely meal periods prior to the completion of their fifth
19 hour of work. Furthermore, Plaintiff and **Meal Period Sub-Class** members were not relieved of all
20 work duties during unpaid meal periods and were required to keep working during meal breaks.
21 Defendants never acquired a meal break waiver from Plaintiff and **Meal Period Sub-Class** members.

22 48. Plaintiff and **Meal Period Sub-Class** members were not provided with meal periods
23 of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
24 scheduling each meal period as part of each work shift; (2) no formal written meal policy that
25 encouraged employees to take their meal periods, or that advised **Meal Period Sub-Class** members
26 of their meal and rest period rights; and (3) Defendants' practice of requiring **Meal Period Sub-Class**
27 members to continue working through their meal and rest periods due to the excessive workload.

28 49. Plaintiff alleges that, at all relevant times during the applicable limitations period,

1 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
2 **Class** members when they worked five (5) hours without clocking out for any meal period.

3 50. Plaintiff alleges that, at all relevant times during the applicable limitations period,
4 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
5 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
6 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

7 51. Moreover, Defendants written policies fail to inform Meal period Class Members of
8 their meal period rights under the Labor Code and applicable Wage Orders.

9 52. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
10 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
11 regular rates of pay when required meal periods were not provided.

12 53. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
13 herself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
14 thereon, and costs of suit.

15 54. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
16 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
17 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS**

20 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

21 **(Plaintiff and Rest Period Sub-Class)**

22 55. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
23 herein.

24 56. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
25 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
26 Code and the applicable Wage Order.

27 57. Section 12 of the applicable Wage Order imposes an affirmative obligation on
28 employers to permit and authorize employees to take required rest periods at a rate of no less than ten

1 (10) minutes of net rest time for each four (4) hour work period, or major fraction thereof, that must
2 be in the middle of each work period insofar as practicable.

3 58. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
4 employers from requiring employees to work during required rest periods and require employers to
5 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
6 workday that the employee is not provided with the required rest period(s).

7 59. Compensation for missed rest periods constitutes wages within the meaning of Labor
8 Code section 200.

9 60. Labor Code section 1198 makes it unlawful to employ a person under conditions that
10 violate the Wage Order.

11 61. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
13 with net rest period of at least ten (10) uninterrupted minutes for each four (4) hour work period, or
14 major fraction thereof, as required by the applicable Wage Order.

15 62. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
16 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
17 Defendants' policy of not scheduling each rest period as part of each work shift, including second
18 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
19 encouraged employees to take their rest periods, or that properly advised Plaintiff and **Rest Period**
20 **Sub-Class** members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest**
21 **Period Sub-Class** members to continue working through their rest breaks due to the excessive
22 workload.

23 63. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
24 members additional premium wages when required rest periods were not provided.

25 64. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
26 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
27 costs of suit.

28 65. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the

1 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**
2 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

5 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

6 **(Plaintiff and Hourly Employee Class)**

7 66. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
8 herein.

9 67. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
10 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
11 applicable Wage Order.

12 68. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
13 which an employee is subject to the control of the employer, and includes all the time the employee
14 is suffered or permitted to work, whether or not required to do so."

15 69. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
16 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
17 that an employer has actual or constructive knowledge that employees are working.

18 70. Labor Code section 1194 invalidates any agreement between an employer and an
19 employee to work for less than the minimum or overtime wage required under the applicable Wage
20 Order.

21 71. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
22 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
23 to the underlying unpaid minimum wages and interest thereon.

24 72. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
25 than the minimum wage required under the applicable Wage Order for all hours worked during a
26 payroll period.

27 73. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
28 person acting either individually or as an officer, agent or employee of another person, to pay an

1 employee, or cause an employee to be paid, less than the applicable minimum wage.

2 74. Labor Code section 1198 makes it unlawful for employers to employ employees under
3 conditions that violate the applicable Wage Order.

4 75. Labor Code section 204 requires employers to pay non-exempt employees their earned
5 wages for the normal work period at least twice during each calendar month on days the employer
6 designates in advance and to pay non-exempt employees their earned wages for labor performed in
7 excess of the normal work period by no later than the next regular payday.

8 76. Labor Code section 223 makes it unlawful for employers to pay their employees lower
9 wages than required by contract or statute while purporting to pay them legal wages.

10 77. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
11 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
12 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
13 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
14 worked on the seventh consecutive day of one workweek.

15 78. Labor Code section 510 and Section 3 of the applicable Wage Order also require
16 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
17 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
18 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

19 79. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
20 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
21 working conditions and compensation arrangements.

22 80. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
23 **Employee Class** members for all time worked, including but not limited to, overtime hours at
24 statutory and/or agreed rates.

25 81. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
26 overtime for all hours worked, at the proper rates of pay. First, Plaintiff and **Hourly Employee Class**
27 members were paid less than minimum wage for shifts worked.

28 82. Plaintiff and **Hourly Employee Class** members were consistently required to perform

1 work, off-the-clock for which they were not paid wages. Specifically, Plaintiff and **Hourly Employee**
2 **Class** members were unable to clock in upon arriving to the workplace, and had to wait while on the
3 worksite. Defendants also required Plaintiff and **Hourly Employee Class** members to conduct work
4 activities after clocking out. Finally, Defendants required Plaintiff and **Hourly Employee Class**
5 members to use their personal cell phone for work-related purposes off-the-clock.

6 83. Defendants also failed to Plaintiff and **Hourly Employee Class** members overtime
7 wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and **Hourly Employee**
8 **Class** members were not paid minimum wage for shifts. This failure to pay minimum wage led
9 Defendants to miscalculate Plaintiff's and **Hourly Employee Class** members' regular rates of pay,
10 as well as sick pay, vacation pay, overtime pay, and double pay.

11 84. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
12 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
13 full amount of wages earned during each pay period during the applicable limitations period,
14 including overtime wages.

15 85. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
16 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
17 overtime wages, interest thereon and costs of suit.

18 86. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
19 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
20 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

21 **FOURTH CAUSE OF ACTION**

22 **RECOVERY OF REPORTING TIME PAY**

23 **(Plaintiff and Reporting Time Pay Sub-Class)**

24 87. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 88. The IWC Wage Orders, require that reporting time pay be provided to any employee
27 who is required to report for work and does report, but is not put to work or is furnished less than
28

1 half said employee's usual or scheduled day's work.

2 89. Plaintiff is informed and believes and thereon alleges that all or substantially all the
3 **Reporting Time Pay Sub-Class** are subject to Defendants' policies and practices requiring them to
4 call in or otherwise show up to work but not being paid half said their usual or scheduled day's
5 work. Specifically, Plaintiff and **Reporting Time Pay Sub-Class** members were required to call in
6 or otherwise show up to work for shifts of two hours or less and were not paid reporting time pay
7 for the shift.

8 90. Therefore, **Reporting Time Pay Sub-Class** Members are owed the unpaid balance
9 of said wages pursuant to the Wage order according to proof at trial, Interest pursuant to Labor
10 Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and
11 costs and/or penalties pursuant to Labor Code § 558(a).

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO PAY PROPER SICK PAY**

14 **(Lab. Code § 246)**

15 **(Plaintiff and Sick Pay Class)**

16 91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 92. Labor Code Section 246 affords an employee “who works in California for 30 or
19 more days within a year from the commencement of employment [] paid sick days . . . of not less
20 than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid
21 time off by the 120th calendar day of employment or each calendar year, or in each 12-month
22 period.”

23 93. Additionally, Subsection (l) of Section 246 provides:

24 For the purposes of this section, an employer shall calculate paid sick leave
25 using any of the following calculations:

26 (1) Paid sick time for nonexempt employees shall be calculated in the same
27 manner as the regular rate of pay for the workweek in which the employee
28 uses paid sick time, whether or not the employee actually works overtime
in that workweek.

94. Defendants had a common policy and practice of systemically failing to pay Plaintiff and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and **Sick Pay Class** members worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work.

95. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

96. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

97. Labor Code section 226(a) states:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or

1 other indelible form, properly dated, showing the month, day, and year,
2 and a copy of the statement and the record of the deductions shall be
3 kept on file by the employer for at least three years at the place of
4 employment or at a central location within the State of California. For
purposes of this subdivision, ‘copy’ includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

5 98. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
6 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
7 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
8 retains the right to elect to receive a written paper stub or record and that those who are provided with
9 electronic wage statements retain the ability to easily access the information and convert the electronic
10 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

11 99. Plaintiff is informed and believes that, at all relevant times during the applicable
12 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
13 with written wage statements as described above. Additionally, the wage statements issued to class
14 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
15 described above.

16 100. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
17 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
18 Opinion Letters. Plaintiff’s and **Wage Statement Class** members’ wage statements were only
19 provided in electronic format in violation of Labor Code § 226.

20 101. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
21 issues to Plaintiff and **Wage Statement Class** Members failed to state “the name and address of the
22 legal entity that is the employer.”

23 102. Plaintiff is informed and believes that Defendants’ failure to provide Plaintiff and
24 **Wage Statement Class** members with accurate written wage statements was intentional in that
25 Defendants have the ability to provide them with accurate wage statements but have intentionally
26 provided them with written wage statements that Defendants have known do not comply with Labor
27 Code section 226(a).

28 103. Plaintiff and **Wage Statement Class** members have suffered injuries, in that

1 Defendants have violated their legal rights to receive accurate wage statements and have misled them
2 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
3 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
4 discovery and mathematical computations to determine the amount of wages owed, has caused
5 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
6 submission of inaccurate information about wages and deductions to federal and state government
7 agencies.

8 104. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
9 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
10 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
11 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
12 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

15 **(Lab. Code §§ 201-203)**

16 **(Plaintiff and Waiting Time Penalties Sub-Class)**

17 105. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
18 herein.

19 106. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
20 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
21 earned and unpaid before termination or resignation.

22 107. At all relevant times, pursuant to Labor Code section 201, employees who have been
23 discharged have been entitled to payment of all final wages immediately upon termination.

24 108. At all relevant times, pursuant to Labor Code section 202, employees who have
25 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
26 payment of all final wages at the time of resignation.

27 109. Plaintiff is informed and believes that, at all relevant times during the applicable
28 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**

1 members all their final wages in accordance with the Labor Code.

2 110. Plaintiff is informed and believes that, at all relevant times during the applicable
3 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
4 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
5 sections 201 or 202 by failing to timely pay them all final wages.

6 111. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
7 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful
8 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
9 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
10 requirements.

11 112. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and
12 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their
13 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

14 113. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
15 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**
16 **Class** members, seeks awards of reasonable attorneys' fees and costs.

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO INDEMNIFY**

19 **(Lab. Code § 2802)**

20 **(Plaintiff and Reimbursement Class)**

21 114. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 115. Labor Code section 2802(a) states:

24 An employer shall indemnify his or her employee for all necessary
25 expenditures or losses incurred by the employee in direct consequence
26 of the discharge of his or her duties, or of his or her obedience to the
27 directions of the employer, even though unlawful, unless the employee,
28 at the time of obeying the directions, believed them to be unlawful.

29 116. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
30 business expenses incurred in executing their duties under Defendant's employ. Specifically,

1 Defendants required Plaintiff and **Expense Reimbursement Class** members to drive during work
2 hours for business-related activities, incurring costs for gasoline, vehicle maintenance, and other
3 transportation-related costs. Further, Defendants required Plaintiff and **Expense Reimbursement**
4 **Class** members to use their personal cell phones for work-related purposes, incurring costs for phone
5 use and maintenance. Finally, Defendants required Plaintiff and **Expense Reimbursement Class**
6 members to maintain their work uniforms, such as a company-branded short, incurring costs for
7 cleaning and maintenance. Defendant never reimbursed Plaintiff and **Expense Reimbursement**
8 **Class** members for these necessary business expenditures.

9 117. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
10 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
11 the Complaint and until the date of entry of judgment.

12 118. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks
13 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
14 costs pursuant to Code of Civil Procedure section 1021.5.

15 **NINTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

18 **(Plaintiff and UCL Class)**

19 119. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
20 herein.

21 120. Business and Professions Code section 17200 defines "unfair competition" to include
22 any unlawful business practice.

23 121. Business and Professions Code sections 17203-17204 allow a person who has lost
24 money or property as a result of unfair competition to bring a class action in accordance with Code
25 of Civil Procedure section 382 to recover money or property that may have been acquired from
26 similarly situated persons by means of unfair competition.

27 122. California law requires employers to pay hourly, non-exempt employees for all hours
28 they are permitted or suffered to work, including hours that the employer knows or reasonable should

1 know that employees have worked.

2 123. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
3 THIRD, FOURTH, FIFTH, and EIGHTH causes of action herein.

4 124. Plaintiff lost money or property as a result of the aforementioned unfair competition.

5 125. Defendants have or may have acquired money by means of unfair competition.

6 126. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
7 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
8 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
9 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
10 alleged herein.

11 127. Defendants have committed criminal conduct through their policies and practices of,
12 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
13 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
14 proper sick time pay; reporting time pay; and reimbursement for necessary business expenditures.

15 128. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
16 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
17 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
18 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
19 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
20 similarly situated persons in a class action proceeding.

21 129. As a result of Defendants' violations of the Labor Code during the applicable
22 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
23 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

24 130. Plaintiff is informed and believes that other similarly situated persons have been
25 subject to the same unlawful policies or practices of Defendants.

26 131. Due to the unfair and unlawful business practices in violation of the Labor Code,
27 Defendants have gained a competitive advantage over other comparable companies doing business in
28 the State of California that comply with their legal obligations.

1 132. California’s Unfair Competition Law (“UCL”) permits civil recovery and injunctive
2 relief for “any unlawful, unfair or fraudulent business act or practice,” including if a practice or act
3 violates or is considered unlawful under any other state or federal law.

4 133. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
5 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
6 Defendants, and each of them, and their agents and employees, from further violations of the Labor
7 Code and applicable Wage Orders.

8 134. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
9 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
10 Defendants, and each of them, and their agents and employees, from further violations of the Labor
11 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
12 an order permanently enjoining Defendants, and each of them, and their respective agents and
13 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
14 Wage Orders.

15 135. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
16 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
17 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
18 and unfair business practices.

19 136. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
20 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
21 reasonable attorneys’ fees in connection with their unfair competition claims.

22 137. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
23 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
24 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
25 and unfair business practices.

26 138. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
27 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
28 reasonable attorneys’ fees in connection with their unfair competition claims.

1 **TENTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 139. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 140. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
7 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

8 141. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
9 and other current and former employees, to bring a representative civil action to recover civil penalties
10 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
11 maintained as a class action pursuant to Code of Civil Procedure section 382.

12 142. Plaintiff, a former employee against whom Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
15 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
16 Defendants within the state of California from one year prior to the date of this letter and continuing
17 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
18 “Aggrieved Employees”).

19 143. In addition to the claims and violations discussed above, Plaintiff also alleges that
20 operations at Defendants’ facilities allowed for the presence and use of a stool or seat by the
21 Aggrieved Employees during the performance of their work duties. The nature of the effected job
22 positions can reasonably be accomplished while using a seat or stool. California Labor Code § 1198
23 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard
24 conditions of labor for employees. The employment of any employee . . . under conditions of labor

25 _____
26 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

1 prohibited by the order is unlawful.” Paragraph (14)(A) of the applicable IWC Wage Orders provides
2 that “[a]ll working employees shall be provided with suitable seats when the nature of the work
3 reasonably permits the use of seats.” Paragraph 14(B) of the applicable IWC Wage Orders provides
4 that “[w]hen employees are not engaged in the active duties of their employment and the nature of
5 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
6 proximity to the work area and employees shall be permitted to use such seats when it does not
7 interfere with the performance of their duties.

8 144. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
9 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
10 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
11 investigate.

12 145. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
13 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 246,
14 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 15 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 246, 1174, 1194, 1198
16 and 2802, one hundred dollars (\$100) for each employee per pay period for
17 each initial violation and two hundred dollars (\$200) for each employee per
18 pay period for each subsequent violation (penalties set by Labor Code §
19 2699(f)(2));
- 20 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
21 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 22 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
23 employee for each initial violation that was neither willful nor intentional, two
24 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
25 withheld from each employee, for each initial violation that was either willful
26 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
27 five percent (25%) of the amount unlawfully withheld from each employee,
28 for each subsequent violation, regardless of whether the subsequent violation

- 1 was either willful or intentional (penalties set by Labor Code § 210);
- 2 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
- 3 employee for each initial violation that was neither willful nor intentional, two
- 4 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
- 5 the amount unlawfully withheld from each employee, for each initial violation
- 6 that was either willful or intentional, and two hundred dollars (\$200) for each
- 7 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
- 8 from each employee, for each subsequent violation, regardless of whether the
- 9 subsequent violation was either willful or intentional (penalties set by Labor
- 10 Code § 225.5);
- 11 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
- 12 citation, two hundred and fifty dollars (\$250) for each employee for each
- 13 violation. Alternatively, if an initial citation or its equivalent occurred before
- 14 the filing of this action, one thousand dollars (\$1,000) for each employee for
- 15 each violation (penalties set by Labor Code § 226.3);
- 16 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
- 17 employee for each initial pay period for which the employee was underpaid,
- 18 and one hundred dollars (\$100) for each employee for each subsequent pay
- 19 period for which the employee was underpaid (penalties set by Labor Code §
- 20 558);
- 21 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
- 22 aggrieved employee for each initial violation of Labor Code § 1197 that was
- 23 intentional and two hundred and fifty dollars (\$250) for each aggrieved
- 24 employee per pay period for each subsequent violation of Labor Code § 1197,
- 25 regardless of whether the initial violation was intentional (penalties set by
- 26 Labor Code § 1197.1);
- 27 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
- 28 attorneys' fees and costs in connection with Plaintiff's claims for civil

1 penalties.

2
3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general
5 public, prays for relief and judgment against Defendants as follows:

- 6 a. An order that the action be certified as a class action;
7 b. An order that Plaintiff be appointed class representative;
8 c. An order that counsel for Plaintiff be appointed class counsel;
9 d. Unpaid wages and overtime;
10 e. Actual damages;
11 f. Liquidated damages;
12 g. Unreimbursed expenses;
13 h. Restitution;
14 i. Declaratory relief;
15 j. Pre-judgment interest;
16 k. Statutory penalties;
17 l. Civil penalties;
18 m. Costs of suit;
19 n. Reasonable attorneys' fees; and
20 o. Such other relief as the Court deems just and proper.

21
22 Dated: April 4, 2024

D.LAW, INC.

23
24 

25 _____
26 Emil Davtyan
27 David Yeremian
28 David Keledjian
Kevin Burns
Attorneys for Plaintiff
SHANNON CARDRINO, and the putative class

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of herself, all other similarly situated, the State of California, and the
3 general public, hereby demands a jury trial on all issues so triable.
4

5 Dated: April 4, 2024

D.LAW, INC.

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7
8 

9 _____
10 Emil Davtyan
11 David Yeremian
12 David Keledjian
13 Kevin Burns
14 Attorneys for Plaintiff
15 SHANNON CARDRINO, and the putative class
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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 880 E Broadway, Glendale, CA 91205.

Shannon Claire
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[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[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.


Jordan Floyd