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on behalf of herself and others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

BRITTANY FORTE, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

ATLAS COPCO COMPRESSORS LLC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 24CV061044

CLASS AND PAGA ACTION

**PLAINTIFF BRITTANY FORTE'S
SECOND AMENDED COMPLAINT
FOR DAMAGES, RESTITUTION AND
CIVIL PENALTIES FOR:**

- 1. FAILURE TO PAY WAGES FOR
ALL HOURS WORKED AT
MINIMUM WAGE IN
VIOLATION OF LABOR CODE
SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME
WAGES FOR DAILY
OVERTIME WORKED IN
VIOLATION OF LABOR CODE
SECTIONS 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR
PERMIT MEAL PERIODS IN
VIOLATION OF LABOR CODE
SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR
PERMIT REST PERIODS IN
VIOLATION OF LABOR CODE
SECTION 226.7**
- 5. FAILURE TO PAY WAGES FOR
ACCRUED PAID SICK DAYS
AT THE REGULAR RATE OF
PAY IN VIOLATION OF**

**LABOR CODE SECTIONS 245
ET SEQ. and 246**

- 6. FAILURE TO MAINTAIN
REQUIRED RECORDS IN
VIOLATION OF LABOR CODE
SECTION 226(a) AND 1174(d)**
- 7. FAILURE TO PROVIDE
COMPLETE AND ACCURATE
WAGE STATEMENTS IN
VIOLATION OF LABOR CODE
SECTION 226**
- 8. FAILURE TO TIMELY PAY ALL
EARNED WAGES AND FINAL
PAYCHECKS DUE AT TIME OF
SEPARATION OF EMPLOYMENT
IN VIOLATION OF LABOR CODE
SECTIONS 201, 202, AND 203**
- 9. UNFAIR BUSINESS PRACTICES,
IN VIOLATION OF BUSINESS
AND PROFESSIONS CODE
SECTIONS 17200, ET SEQ.**
- 10. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff BRITTANY FORTE ("Plaintiff"), who alleges and complains against Defendants ATLAS COPCO COMPRESSORS LLC; and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to pay wages for accrued paid sick time at the regular rate of pay; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of

1 continuation wages for failure to timely pay employees all wages due upon separation of
2 employment; injunctive relief and other equitable relief; reasonable attorneys' fees pursuant to
3 Labor Code sections 218.5, 226(e) and 1194, and Code of Civil Procedure section 1021.5; costs;
4 and interest brought on behalf of Plaintiff and others similarly situated.

5 **II. JURISDICTION AND VENUE**

6 2. This Court has jurisdiction over Plaintiff's and putative class members' claims for
7 failure to pay wages for all overtime hours worked at the overtime rate of pay; failure to authorize
8 or permit all legally required and/or compliant meal periods or pay meal period premium wages;
9 failure to pay wages for accrued paid sick time at the regular rate of pay; statutory penalties for
10 failure to provide accurate wage statements; statutory waiting time penalties in the form of
11 continuation wages for failure to timely pay employees all wages due upon separation of
12 employment; and claims for injunctive relief and restitution under California Business and
13 Professions Code sections 17200, *et seq.*, for the following reasons: Defendants operate
14 throughout California; Defendants employed Plaintiff and putative class members in locations
15 throughout California, including but not limited to Alameda County, at 48430 Milmont Drive,
16 Fremont, CA 94538; more than two-thirds of putative class members are California citizens; the
17 principal violations of California law occurred in California; no other class actions have been filed
18 against Defendants in the last four (4) years alleging wage and hour violations; the conduct of
19 Defendants forms a significant basis for Plaintiff's and putative class members' claims; and
20 Plaintiff and putative class members seek significant relief from Defendants.

21 **III. PARTIES**

22 3. Plaintiff brings this action on behalf of herself and other members of the general
23 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
24 is filed are current, former, and/or future employees of Defendants, as direct employees as well as
25 temporary employees employed through temp agencies who work as non-exempt employees. At
26 all times mentioned herein, the currently named Plaintiff is and was a resident of California and
27 was employed by Defendants in the State of California within the four (4) years prior to the filing
28 of this Complaint.

1 4. Defendants employed Plaintiff as an non-exempt employee from in or around
2 March 17, 2019, until on or about November 7, 2023.

3 5. Plaintiff is informed and believes and thereon alleges that Defendants employed her
4 and other non-exempt employees throughout the State of California, and therefore their conduct
5 forms a significant basis of the claims asserted in this matter.

6 6. Plaintiff is informed and believes and thereon alleges that Defendant ATLAS
7 COPCO COMPRESSORS LLC is authorized to do business within the State of California and is
8 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
9 relevant hereto were persons acting on behalf of Defendant ATLAS COPCO COMPRESSORS
10 LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
11 or policies. Defendant ATLAS COPCO COMPRESSORS LLC operates in Alameda County and
12 employed Plaintiff and putative class members in Alameda County, including but not limited to, at
13 48430 Milmont Drive, Fremont, CA 94538.

14 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-
15 100 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in
16 his or her capacity as an agent, shareholder, owner, representative, supervisor, independent
17 contractor and/or employee of each Defendants and participated in the establishment of, or
18 ratification of, the aforementioned illegal wage and hour practices or policies.

19 8. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues
20 said Defendants by said fictitious names and will amend this Complaint when the true names and
21 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
22 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
23 Defendants is in some manner responsible for the events and allegations set forth in this
24 Complaint.

25 9. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
26 Defendants was an employer, was the principal, agent, partner, joint venturer, officer, director,
27 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
28 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of

1 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
2 of the other defendants so as to be liable for their conduct with respect to the matters alleged in
3 this Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted
4 pursuant to and within the scope of the relationships alleged above, and that at all relevant times,
5 Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled,
6 aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendants"
7 means "Defendants and each of them," and refers to the Defendants named in the particular cause
8 of action in which the word appears and includes Defendant ATLAS COPCO COMPRESSORS
9 LLC and DOES 1 to 100, inclusive.

10 10. At all times mentioned herein, each Defendants was the co-conspirator, agent,
11 servant, employee, and/or joint venturer of each of the other Defendants and was acting within the
12 course and scope of said conspiracy, agency, employment, and/or joint venture and with the
13 permission and consent of each of the other Defendants.

14 11. Plaintiff makes the allegations in this Complaint without any admission that, as to
15 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
16 Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

17 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

18 12. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
19 ("Wage Order"), codified at California Code of Regulations, title 8, section 11040, Defendants are
20 employers of Plaintiff within the meaning of Wage Order 4 and applicable Labor Code sections.
21 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
22 herein in violation of the Wage Order and the Labor Code.

23 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
24 Defendants employed many of their employees, including Plaintiffs, as non-exempt employees. In
25 California, an employer is required to pay non-exempt employees for all "hours worked," which
26 includes all time that an employee is under the control of the employer and all time the employee
27 is suffered and permitted to work. This includes the time an employee spends, either directly or
28 indirectly, performing services which inure to the benefit of the employer.

1 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
2 for all “hours worked” at least at the minimum wage rate of pay as established by the IWC and the
3 Wage Order.

4 15. Plaintiffs and similarly situated non-exempt employees worked more minutes per
5 shift than Defendants credited them with having worked. Defendants failed to pay Plaintiffs and
6 similarly situated employees all wages at the applicable minimum wage for all hours worked due
7 to Defendants’ policies, practices, and/or procedures.

8 16. Plaintiffs and similarly situated employees were not paid for this time, resulting in
9 Defendants’ failure to pay minimum wage for all the hours Plaintiffs and similarly situated
10 employees worked.

11 17. Therefore, Defendants suffered, permitted, and required their non-exempt
12 employees to be subject to Defendants’ control without paying wages for that time. This resulted
13 in Plaintiffs and similarly situated employees working time for which they were not compensated
14 any wages, in violation of Labor Code sections 1194, 1197, and Wage Order 1.

15 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
16 Defendants employed many of their employees, including Plaintiff, as non-exempt employees. In
17 California, an employer is required to pay non-exempt employees for all “hours worked,” which
18 includes all time that an employee is under the control of the employer and all time the employee
19 is suffered or permitted to work. This includes the time an employee spends, either directly or
20 indirectly, performing services which inure to the benefit of the employer.

21 19. Labor Code sections 510 and 1194 and Wage Order 4 require an employer to
22 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
23 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
24 in a workweek:

25 Any work in excess of eight hours in one workday and any work in excess of 40
26 hours in any one workweek and the first eight hours worked on the seventh day of
27 work in any one workweek shall be compensated at the rate of no less than one and
28 one-half times the regular rate of pay for an employee. Any work in excess of 12
hours in one day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice
the regular rate of pay of an employee.

1 Labor Code section 510; Wage Order 4, §3.

2 20. Defendants failed to pay Plaintiff and similarly situated employees all wages at the
3 applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or
4 procedures. Plaintiff and similarly situated employees were not paid for this time.

5 21. To the extent the employees had already worked 8 hours in the day and on
6 workweeks they had already worked 40 hours in a workweek, the employees should have been
7 paid overtime for this unpaid time. This resulted in non-exempt employees working time which
8 should have been paid at the legal overtime rate but was not paid any wages in violation of Labor
9 Code sections 510, 1194, and Wage Order 4.

10 22. Overtime is based upon an employee's regular rate of pay. "The regular rate at
11 which an employee is employed shall be deemed to include all remuneration for employment paid
12 to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement
13 Policies and Interpretations Manual, Section 49.1.2.

14 23. In this case, Plaintiff alleges that when she and similarly situated employees earned
15 overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay
16 due to Defendants' failure to include all remuneration when calculating the overtime rate of pay.
17 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
18 remuneration such as "Variable Comp.," for example, when calculating Plaintiff's and similarly
19 situated employees' regular rate of pay for the purpose of paying overtime.

20 24. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
21 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all
22 overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

23 25. **Failure to authorize or permit all legally required and compliant meal periods**
24 **and/or failure to pay meal period premium wages:** Defendants often employed non-exempt
25 employees, including the named Plaintiff and similarly situated employees, for shifts longer than
26 five (5) hours in length and shifts longer than ten (10) hours in length.

27 26. California law requires an employer to authorize or permit an uninterrupted meal
28 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of

1 work and a second meal period no later than the employee's tenth hour of work. Labor Code
2 section 512; Wage Order 4, §11. If the employee is not relieved of all duties during a meal period,
3 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid
4 "on duty" meal period is only permitted when (1) the nature of the work prevents an employee
5 from being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty
6 meal periods. If the employee is not free to leave the work premises or worksite during the meal
7 period, even if the employee is relieved of all other duty during the meal period, the employee is
8 subject to the employer's control and the meal period is counted as time worked. If an employer
9 fails to provide an employee a meal period in accordance with the law, the employer must pay the
10 employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally
11 required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 4,
12 §11.

13 27. Here, Plaintiff and similarly situated employees worked shifts long enough to
14 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
15 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
16 Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-hour
17 period of work as required by law.

18 28. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
19 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
20 for each workday the employees did not receive all legally required and compliant meal periods.
21 Defendants employed policies and procedures which ensured that employees did not receive any
22 meal period premium wages to compensate them for workdays in which they did not receive all
23 legally required and compliant meal periods.

24 29. Finally, on occasions when Defendants paid Plaintiff and similarly situated
25 employees a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted meal
26 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff's and similarly
27 situated employees' regular rate of compensation. Specifically, Defendants maintained a policy,
28 practice, and/or procedure of failing to include all remuneration such as "Variable Comp.," for

1 example, when calculating Plaintiff's and similarly situated employees' regular rate of pay for the
2 purpose of paying meal period premium wages.

3 30. The aforementioned policies, practices, and/or procedures of Defendants resulted in
4 Plaintiff and similarly situated employees not being provided with all legally required and
5 compliant meal periods and/or not receiving premium wages to compensate them for such
6 instances, all in violation of California law.

7 31. **Failure to authorize and permit all legally required and compliant rest periods**
8 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt
9 employees, including the named Plaintiffs and similarly situated employees, for shifts of at least
10 three-and-a-half (3.5) hours.

11 32. California law requires every employer to authorize and permit an employee a rest
12 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
13 Code §226.7; Wage Order 1, §12. If the employer fails to authorize or permit a required rest
14 period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of
15 compensation for each workday the employer did not authorize or permit a legally required rest
16 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
17 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
18 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*
19 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7; Wage Order 1, §12. Rest
20 periods, insofar as practicable, shall be in the middle of each work period. Wage Order 1, §12.
21 Additionally, the rest period requirement "obligates employers to permit – and authorizes
22 employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5
23 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and
24 relinquish control over how employees spend their time. *Id.*

25 33. In this case, Plaintiffs and similarly situated employees regularly worked shifts of
26 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
27 and/or procedures that resulted in their failure to authorize or permit all legally required and
28 compliant rest periods to Plaintiffs and similarly situated employees.

1 34. Additionally, Defendants failed to pay Plaintiffs and similarly situated employees a
2 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation
3 for each workday the employees did not receive all legally required and compliant rest periods.
4 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
5 remuneration such as “Variable Comp.,” for example, when calculating Plaintiff’s and similarly
6 situated employees’ regular rate of pay for the purpose of paying rest period premium wages.

7 35. The aforementioned policies, practices, and/or procedures of Defendants resulted in
8 Plaintiffs and similarly situated employees not being provided with all legally required and
9 compliant rest periods and/or not receiving premium wages to compensate them for such
10 instances, all in violation of California law.

11 36. **Failure to pay wages for accrued paid sick days at the regular rate of pay:**
12 Defendants had a policy and/or procedure where Plaintiff and similarly situated employees
13 accrued paid sick time.

14 37. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
15 who...works in California for the same employer for 30 or more days within a year from the
16 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
17 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
18 beginning at the commencement of employment. Labor Code section 246(b).

19 38. Here, Plaintiff and similarly situated employees were employed by Defendants for
20 30 or more days and were entitled to paid sick days. Also, Plaintiff and similarly situated
21 employees began accruing paid sick days since the beginning of each of their respective
22 employment with Defendants.

23 39. Labor Code section 246, subdivision (l), provides that an employer shall calculate
24 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
25 workweek in which the employee elected to use paid sick time. “The regular rate at which an
26 employee is employed shall be deemed to include all remuneration for employment paid to, or on
27 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies
28 and Interpretations Manual, Section 49.1.2.

1 40. In this case, Plaintiff alleges that when she and similarly situated employees elected
2 to use paid sick time, Defendants failed to pay them sick time wages at the proper sick time rate of
3 pay due to Defendants' failure to include all remuneration when calculating the sick time rate of
4 pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include
5 all remuneration such as "Variable Comp.," for example, when calculating Plaintiff's and
6 similarly situated employees' regular rate of pay for the purpose of paying sick time.

7 41. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
8 failing to pay Plaintiff and similarly situated employees at their sick time regular rate of pay for all
9 sick time accrued, in violation of Labor Code sections 245 et seq. and 246.

10 42. **Failure to maintain required records:** During the Class Period, as part of
11 Defendants' illegal payroll policies and practices to deprive Plaintiffs and Class Members of all
12 wages earned and due, Defendants knowingly and intentionally failed to maintain records as
13 required under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 4-2001, § 7,
14 including but not limited to the following records: total daily hours worked by each employee;
15 applicable rates of pay; all deductions; meal periods; time records showing when each employee
16 begins and ends each work period; and accurate itemized statements.

17 43. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs and
18 Class Members have been damaged in an amount according to proof at trial, and are entitled to all
19 wages earned and due, plus interest thereon. Additionally, Plaintiffs and Class Members are
20 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to
21 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and
22 reasonable attorneys' fees, including but not limited to those provided in California Labor Code §
23 226(e), as well as other available remedies.

24 44. **Failure to provide accurate wage statements:** Labor Code section 226(a)
25 provides, *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish
26 each of his or her employees ... an itemized statement in writing showing (1) gross wages earned,
27 (2) total hours worked by the employee, except for any employee whose compensation is solely
28 based on a salary and who is exempt from payment of overtime under subdivision (a) of Section

1 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate
2 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
3 deductions, provided, that all deductions made on written orders of the employee may be
4 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period
5 for which the employee is paid, (7) the name of the employee and his or her social security
6 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
7 hourly rates in effect during the pay period and the corresponding number of hours worked at each
8 hourly rate by the employee.”

9 45. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed
10 to provide accurate wage and hour statements to him and other similarly situated employees who
11 were subject to Defendants’ control for uncompensated time and who did not receive all their
12 earned wages (including overtime wages, meal period premium wages, and sick pay wages), in
13 violation of Labor Code section 226.

14 46. **Failure to timely pay final wages:** An employer is required to pay all unpaid
15 wages timely after an employee’s employment ends. The wages are due immediately upon
16 termination or within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

17 47. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges
18 that she, and on information and belief, other similarly situated employees, were not paid their
19 final wages in a timely manner as required by Labor Code section 203. Overtime wages for
20 overtime hours worked, meal period premium wages, and/or sick pay wages (all described above),
21 were not paid at the time of Plaintiff’s and other similarly situated employees’ separation of
22 employment, whether voluntarily or involuntarily, as required by Labor Code sections 201, 202,
23 and 203.

24 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

25 48. Plaintiff brings this action on behalf of herself, on behalf of others similarly
26 situated, and on behalf of the general public, and as members of a Class defined as follows:

27 A. **Minimum Wage Class:** All current and former non-exempt employees
28 employed by Defendants as direct employees as well as temporary employees employed through

1 temp agencies in California at any time from four (4) years prior to the filing of the initial
2 Complaint in this matter through the date notice is mailed to a certified class who were not paid at
3 least minimum wage for all time they were subject to Defendants' control.

4 **B. Overtime Class:** All current and former non-exempt employees employed
5 by Defendants as direct employees as well as temporary employees employed through temp
6 agencies in California at any time from four (4) years prior to the filing of the initial Complaint in
7 this matter through the date notice is mailed to a certified class who worked more than eight (8)
8 hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a workweek, to
9 whom Defendants did not pay overtime wages.

10 **C. Regular Rate Class:** All current and former non-exempt employees
11 employed by Defendants as direct employees as well as temporary employees employed through
12 temp agencies in California at any time from four (4) years prior to the filing of the initial
13 Complaint in this matter through the date notice is mailed to a certified class who worked more
14 than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7)
15 days in a workweek, who received additional remuneration during pay periods in which they were
16 paid overtime wages, and whose compensation did not include such additional remuneration when
17 Defendants calculated those employees' overtimes wages.

18 **D. Meal Period Class:** All current and former non-exempt employees
19 employed by Defendants as direct employees as well as temporary employees employed through
20 temp agencies in California at any time from four (4) years prior to the filing of the initial
21 Complaint in this matter through the date notice is mailed to a certified class who worked shifts
22 more than five (5) hours yet Defendants failed to authorize or permit all required duty-free meal
23 periods of not less than thirty (30) minutes.

24 **E. Meal Period Premium Wages Class:** All current and former non-exempt
25 employees employed by Defendants as direct employees as well as temporary employees
26 employed through temp agencies in California at any time from four (4) years prior to the filing of
27 the initial Complaint in this matter through the date notice is mailed to a certified class who
28 received additional remuneration during pay periods in which they were paid meal period

1 premium wages and whose regular rate of pay did not include such additional remuneration when
2 Defendants calculated those employees' meal period premium wages.

3 **F. Rest Period Class:** All current and former non-exempt employees
4 employed by Defendants as direct employees as well as temporary employees employed through
5 temp agencies in California at any time from four (4) years prior to the filing of the initial
6 Complaint in this matter through the date notice is mailed to a certified class who worked shifts of
7 at least three-and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net
8 ten (10) minutes for every four (4) hours worked or major fraction thereof.

9 **G. Sick Time Pay Class:** All current and former non-exempt employees
10 employed by Defendants in California at any time from February 1, 2021 through the date notice
11 is mailed to a certified class who received additional remuneration during pay periods in which
12 they accrued sick pay and whose regular rate of pay did not include such additional remuneration
13 when Defendants calculated those employees' sick pay wages.

14 **H. Record Class:** All current and former non-exempt employees employed by
15 Defendants as direct employees as well as temporary employees employed through temp agencies
16 in California, at any time from one (1) year prior to the filing of the initial Complaint in this action
17 through the date notice is mailed to a certified class who received inaccurate or incomplete payroll
18 records.

19 **I. Wage Statement Class:** All current and former non-exempt employees
20 employed by Defendants as direct employees as well as temporary employees employed through
21 temp agencies in California at any time from one (1) year prior to the filing of the initial
22 Complaint in this action through the date notice is mailed to a certified class who received
23 inaccurate or incomplete wage and hour statements.

24 **J. Waiting Time Class:** All current and former non-exempt employees
25 employed by Defendants as direct employees as well as temporary employees employed through
26 temp agencies in California at any time from three (3) years prior to the filing of the initial
27 Complaint in this action through the date notice is mailed to a certified class who did not receive
28 payment of all unpaid wages upon separation of employment within the statutory time period.

1 K. **California Class:** All aforementioned classes are herein collectively
2 referred to as the “California Class.”

3 49. There is a well-defined community of interest in the litigation and the classes are
4 ascertainable:

5 A. **Numerosity:** While the exact number of class members in each class is
6 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder
7 of all members is impractical under the circumstances of this case.

8 B. **Common Questions Predominate:** Common questions of law and fact
9 exist as to all members of the Plaintiff classes and predominate over any questions that affect only
10 individual members of each class. The common questions of law and fact include, but are not
11 limited to:

12 i. Whether Defendants violated Labor Code sections 510 and 1194 by
13 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
14 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
15 a workweek;

16 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
17 not paying the Regular Rate Class Members at the applicable overtime rate for working in excess
18 of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days
19 in a workweek;

20 iii. Whether Defendants violated Labor Code sections 512 and 226.7, as
21 well as the applicable Wage Order, by employing the Meal Period Class Members without
22 providing all compliant and/or required meal periods and/or paying meal period premium wages;

23 iv. Whether Defendants violated Labor Code section 226.7 by
24 employing the Rest Period Class Members without providing all compliant and/or required rest
25 periods and/or paying rest period premium wages;

26 v. Whether Defendants violated Labor Code sections 245 et seq. and
27 246 by employing the Sick Time Pay Class Members without paying sick pay wages at the proper
28 rate;

vi. Whether Defendants failed to provide the Wage Statement Class Members with accurate itemized statements at the time they received their itemized statements;

vii. Whether Defendants failed to provide the Waiting Time Class Members with all of their earned wages upon separation of employment within the statutory time period;

viii. Whether Defendants committed unlawful business acts or practice within the meaning of Business and Professions Code sections 17200, *et seq.*;

ix. Whether Class Members are entitled to unpaid wages, penalties, and other relief pursuant to their claims;

x. Whether, as a consequence of Defendants' unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

xi. Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and as to Class Members as a whole.

C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in each of the classes. Plaintiff and members of the Overtime Wage Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime hours worked. Plaintiff and members of the Regular Rate Class sustained damages arising out of Defendants' failure to pay overtime wages at the proper rate for overtime hours worked. Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required meal periods and/or meal periods that were duty-free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as compensation. Plaintiff and members of the Meal Period Premium Wages Class sustained damages arising out of Defendants' failure to pay meal period premium wages at the proper rate. Plaintiff and members of the Rest Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required rest periods and/or rest periods that were duty-free and/or failure to pay rest period premium wages as compensation. Plaintiff and members of the Rest Period Premium Wages Class sustained damages arising out of Defendants' failure to pay rest period premium wages at the proper rate. Plaintiff and members of the Sick Pay Class sustained damages

arising out of Defendants' failure to pay accrued paid sick time at the regular rate of pay. Plaintiff and members of the Wage Statement Class sustained damages arising out of Defendants' failure to furnish them with accurate itemized wage statements in compliance with Labor Code section 226. Plaintiff and members of the Waiting Time Class sustained damages arising out of Defendants' failure to provide all unpaid yet earned wages due upon separation of employment within the statutory time limit.

D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the other class members.

E. **Superiority:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all members of each class is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual members of each class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

F. **Public Policy Consideration:** Employers throughout the state violate wage and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect retaliation. Former employees fear bringing actions because they perceive their former employers can blacklist them in their future endeavors with negative references or by other means. Class actions provide the class members who are not named in the Complaint with a type of anonymity that allows for vindication of their rights.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM

1 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

2 **(Against All Defendants by Plaintiffs and the Minimum Wage Class)**

3 50. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

4 51. At all times relevant to this Complaint, Plaintiffs and the Minimum Wage Class
5 were non-exempt employees of Defendants.

6 52. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiffs and
7 the Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they
8 were subject to Defendants' control, and those wages must be paid at least at the minimum wage
9 rate in effect during the time the employees earned the wages.

10 53. Defendants' policies, practices, and/or procedures required Plaintiffs and the
11 Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for
12 all of the time in which they were subject to Defendants' control.

13 54. Plaintiffs and the Minimum Wage Class were not paid for this time, resulting in
14 Defendants' failure to pay minimum wage for all the hours Plaintiffs and the Minimum Wage
15 Class worked.

16 55. As a result of Defendants' unlawful conduct, Plaintiffs and the Minimum Wage
17 Class have suffered damages in an amount subject to proof, to the extent that they were not paid
18 wages at a minimum wage rate for all hours worked.

19 56. Pursuant to Labor Code sections 1194, 1194.2 and 1197.1, Plaintiffs and the
20 Minimum Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated
21 damages in the amount of their unpaid minimum wage, civil penalties and attorneys' fees and
22 costs.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE**

25 **SECTIONS 510 and 1194**

26 **(Against All Defendants by Plaintiff, the Overtime Class, and the Regular Rate Class)**

27 57. Plaintiff incorporates all paragraphs above as though fully set forth herein.

28 58. At times relevant to this Complaint, Plaintiff, the Overtime Class, and the Regular

1 Rate Class were non-exempt employees of Defendants, covered by Labor Code sections 510 and
2 1194 and the Wage Order 4.

3 59. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 4, non-exempt
4 employees are entitled to receive a higher rate of pay for all hours worked in excess of eight (8)
5 hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
6 workweek.

7 60. Labor Code section 510, subdivision (a), states in relevant part:

8 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
9 one workday and any work in excess of 40 hours in any one workweek and the first
10 eight hours worked on the seventh day of work in any one workweek shall be
11 compensated at the rate of no less than one and one-half times the regular rate of
12 pay for an employee. Any work in excess of 12 hours in one day shall be
13 compensated at the rate of no less than twice the regular rate of pay for an
14 employee. In addition, any work in excess of eight hours on any seventh day of a
15 workweek shall be compensated at the rate of no less than twice the regular rate of
16 pay of an employee. Nothing in this section requires an employer to combine more
17 than one rate of overtime compensation in order to calculate the amount to be paid
18 to an employee for any hour of overtime work.

19 61. Further, Labor Code section 1198 provides,

20 The maximum hours of work and the standard conditions of labor fixed by the
21 commission shall be the maximum hours of work and the standard conditions of
22 labor for employees. The employment of any employee for longer hours than those
23 fixed by the order or under conditions of labor prohibited by the order is unlawful.

24 62. Despite California law requiring employers to pay employees a higher rate of pay
25 for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a
26 workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime
27 wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

28 63. Plaintiff and the Overtime Class were not paid for this time.

64. To the extent that the foregoing unpaid time resulted from Plaintiff and the
Overtime Class being subject to the control of Defendants when they worked more than eight (8)
hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek,
Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked.

65. Overtime is based upon an employee's regular rate of pay. "The regular rate at

1 which an employee is employed shall be deemed to include all remuneration for employment paid
2 to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement
3 Policies and Interpretations Manual, Section 49.1.2.

4 66. In this case, when Plaintiff and Regular Rate Class Members earned overtime
5 wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to
6 Defendants’ failure to include all remuneration when calculating the overtime rate of pay.
7 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
8 remuneration such as “Variable Comp.”, for example, when calculating Plaintiff’s and Regular
9 Rate Class Members’ regular rate of pay for the purpose of paying overtime.

10 67. As a result of Defendants’ unlawful conduct, Plaintiff, the Overtime Class, and the
11 Regular Rate Class have suffered damages in an amount subject to proof, to the extent that they
12 were not paid at their proper overtime rate of pay for all hours worked which constitute overtime.

13 68. Pursuant to Labor Code section 1194, Plaintiff, the Overtime Class, and the
14 Regular Rate Class are entitled to recover the full amount of their unpaid overtime wages,
15 prejudgment interest, and attorneys’ fees and costs.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR**

18 **CODE SECTIONS 512 AND 226.7**

19 **(Against All Defendants by Plaintiff, the Meal Period Class, and the Meal Period Premium**
20 **Wages Class)**

21 69. Plaintiff incorporates all paragraphs above as though fully set forth herein.

22 70. At all times relevant to this Complaint, Plaintiff, the Meal Period Class, and the
23 Meal Period Premium Wages Class were non-exempt employees of Defendants, covered by Labor
24 Code sections 512 and 226.7 and the Wage Order.

25 71. California law requires an employer to authorize or permit an employee an
26 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
27 all duties and the employer relinquishes control over the employee’s activities no later than the
28 end of the employee’s fifth hour of work and a second meal period no later than the employee’s

1 tenth hour of work. Labor Code sections 226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v.*
2 *Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at
3 the work site or facility during the meal period, the meal period must be paid. This is true even
4 where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v.*
5 *Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee
6 does not receive a required meal or rest period that “the employer shall pay the employee one
7 additional hour of pay at the employee’s regular rate of compensation for each work day that the
8 meal or rest period is not provided.”

9 72. In this case, Plaintiff and the Meal Period Class worked shifts long enough to
10 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
11 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
12 Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of
13 work as required by law.

14 73. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1)
15 hour of pay at their regular rate of pay for each workday they did not receive all legally required
16 and legally compliant meal periods. Defendants lacked a policy and procedure for compensating
17 Plaintiff and the Meal Period Class with premium wages when they did not receive all legally
18 required and legally compliant meal periods.

19 74. Finally, on occasions when Defendants paid Plaintiff and the Meal Period Premium
20 Wages Class a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted
21 meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and the
22 Meal Period Premium Wages Class’ regular rate of compensation. Specifically, Defendants
23 maintained a policy, practice, and/or procedure of failing to include all remuneration such as
24 “Variable Comp.”, for example, when calculating Plaintiff’s and the Meal Period Premium Wages
25 Class’ regular rate of pay for the purpose of paying meal period premiums.

26 75. Defendants’ unlawful conduct alleged herein occurred in the course of
27 employment of Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class and
28 such conduct has continued through the filing of this Complaint.

76. Because Defendants failed to provide employees with meal periods in compliance with the law, Defendants are liable to Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class for one (1) hour of additional pay at the regular rate of compensation for each workday that Defendants did not provide all legally required and legally compliant meal periods, pursuant to Labor Code section 226.7 and the Wage Order.

77. Plaintiff, on behalf of herself, the Meal Period Class, and the Meal Period Premium Wages Class seeks damages and all other relief allowable, including a meal period premium wage for each workday Defendants failed to provide all legally required and legally compliant meal periods, plus pre-judgment interest.

FOURTH CAUSE OF ACTION

**FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION
OF LABOR CODE SECTION 226.7**

(Against All Defendants by Plaintiffs and the Rest Period Class)

78. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

79. At all times relevant to this Complaint, Plaintiffs and the Rest Period Class were employees of Defendants, covered by Labor Code section 226.7 and Wage Order 1.

80. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof....” Wage Order 1, §12. Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable

1 provisions of this Order, the employer shall pay the employee one (1) hour of pay at the
2 employee's regular rate of compensation for each work day that the rest period is not provided."
3 Wage Order 1, §12; Labor Code §226.7.

4 81. In this case, Plaintiffs and the Rest Period Class regularly worked shifts of more
5 than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
6 procedures that resulted in their failure to authorize or permit all legally required and compliant
7 rest periods to Plaintiffs and the Rest Period Class.

8 82. Additionally, Defendants failed to pay Plaintiffs and the Rest Period Class one (1)
9 hour of pay at their regular rate of pay for each workday they did not receive all legally required
10 and legally compliant rest periods. Defendants lacked a policy and procedure for compensating
11 Plaintiffs and the Rest Period Class with premium wages when they did not receive all legally
12 required and legally compliant rest periods.

13 83. Finally, on occasions when Defendants paid Plaintiff and the Rest Period Premium
14 Wages Class a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted
15 rest periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff's and the Rest
16 Period Premium Wages Class' regular rate of compensation. Specifically, Defendants maintained
17 a policy, practice, and/or procedure of failing to include all remuneration such as "Variable
18 Comp.", for example, when calculating Plaintiff's and the Rest Period Premium Wages Class'
19 regular rate of pay for the purpose of paying rest period premiums.

20 84. Defendants' unlawful conduct alleged herein occurred in the course of employment
21 of Plaintiffs and the Rest Period Class, and such conduct has continued through the filing of this
22 Complaint.

23 85. Because Defendants failed to provide employees with rest periods in compliance
24 with the law, Defendants are liable to Plaintiffs and the Rest Period Class for one (1) hour of
25 additional pay at the regular rate of compensation for each workday that Defendants did not
26 provide all legally required and legally compliant rest periods, pursuant to Labor Code section
27 226.7 and the Wage Order.

28 86. Plaintiff, on behalf of herself and the Rest Period Class, seeks damages and all

1 other relief allowable, including a rest period premium wage for each workday Defendants failed
2 to provide all legally required and legally compliant rest periods, plus pre-judgment interest.

3
4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES FOR ACCRUED PAID SICK DAYS AT THE REGULAR**
6 **RATE OF PAY IN VIOLATION OF LABOR CODE SECTIONS 245 ET SEQ. AND 246**

7 **(Against All Defendants by Plaintiff and the Sick Pay Class)**

8 87. Plaintiff incorporates all paragraphs above as though fully set forth herein.

9 88. At all times relevant to this Complaint, Plaintiff and the Sick Pay Class were
10 employees of Defendants, covered by Labor Code section 246 and Wage Order 8.

11 89. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
12 who...works in California for the same employer for 30 or more days within a year from the
13 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
14 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
15 beginning at the commencement of employment. Labor Code section 246(b).

16 90. Here, Plaintiff and the Sick Pay Class were employed by Defendants for 30 or more
17 days and were entitled to paid sick days. Also, Plaintiff and the Sick Pay Class began accruing
18 paid sick days since the beginning of each of their respective employment with Defendants.

19 91. Labor Code section 246, subdivision (l), provides that an employer shall calculate
20 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
21 workweek in which the employee elected to use paid sick time. “The regular rate at which an
22 employee is employed shall be deemed to include all remuneration for employment paid to, or on
23 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies
24 and Interpretations Manual, Section 49.1.2.

25 92. In this case, Plaintiff alleges that when she and the Sick Pay Class elected to use
26 paid sick time, Defendants failed to pay them sick time wages at the proper sick time rate of pay
27 due to Defendants’ failure to include all remuneration when calculating the sick time rate of pay.
28 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all

1 remuneration such as “Variable Comp.”, for example, when calculating Plaintiff’s and the Sick
2 Pay Class’s regular rate of pay for the purpose of paying sick time.

3 93. Defendants’ unlawful conduct alleged herein occurred in the course of employment
4 of Plaintiff and the Sick Pay Class, and such conduct has continued through the filing of this
5 Complaint.

6 94. Because Defendants failed to provide employees with wages for sick time in
7 compliance with the law, Defendants are liable to Plaintiff and the Sick Pay Class for payment at
8 the regular rate of compensation for each sick time period that Defendants did not provide sick
9 pay, pursuant to Labor Code sections 245 et seq. and 246.

10 95. Plaintiff, on behalf of herself, and the Sick Pay Class, seek damages and all other
11 relief allowable for each sick time period taken where Defendants failed to pay wages for, plus
12 pre-judgment interest.

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO MAINTAIN REQUIRED RECORDS**

15 **(Against All Defendants by Plaintiffs and the Record Class)**

16 96. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

17 97. At all times relevant to this Complaint, Plaintiffs and the Waiting Time Class were
18 employees of Defendants, covered by Labor Code sections 201 and 202.

19 98. During the Class Period, as part of Defendants’ illegal payroll policies and
20 practices to deprive Plaintiffs and Class Members of all wages earned and due, Defendants
21 knowingly and intentionally failed to maintain records as required under Labor Code §§ 226(a)
22 and 1174(d) and IWC Wage Order No. 4-2001, § 7, including but not limited to the following
23 records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal
24 periods; time records showing when each employee begins and ends each work period; and
25 accurate itemized statements.

26 99. As a proximate result of Defendants’ unlawful actions and omissions, Plaintiffs and
27 Class Members have been damaged in an amount according to proof at trial, and are entitled to all
28 wages earned and due, plus interest thereon. Additionally, Plaintiffs and Class Members are

entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226

(Against All Defendants by Plaintiff and the Wage Statement Class)

100. Plaintiff incorporates all paragraphs above as though fully set forth herein.

101. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were non-exempt employees of Defendants, covered by Labor Code section 226.

102. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is 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.

103. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to provide accurate wage and hour statements to her and the Wage Statement Class who were subject to Defendants' control for uncompensated time and who did not receive all their earned wages (including overtime wages, meal period premium wages, and sick pay wages), in violation of Labor Code section 226.

104. Defendants provided Plaintiff and the Wage Statement Class with itemized statements which stated inaccurate information including, but not limited to, the number of hours

1 worked, the gross wages earned, the net wages earned, and all applicable hourly rates in effect
2 during the pay period and the number of hours worked at each rate, in violation of Labor Code
3 section 226(a)(1, 2, 5 & 9).

4 105. Defendants' failure to provide Plaintiff and the Wage Statement Class with
5 accurate wage statements was knowing and intentional. Defendants had the ability to provide
6 Plaintiff and the Wage Statement Class with accurate wage statements but intentionally provided
7 wage statements they knew were not accurate. Defendants knowingly and intentionally put in
8 place practices which deprived employees of wages and resulted in Defendants knowingly and
9 intentionally providing inaccurate wage statements. These practices included Defendants' failure
10 to include all hours worked and all wages due.

11 106. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement
12 Class have suffered injury. The absence of accurate information on their wage statements has
13 prevented earlier challenges to Defendants' unlawful pay practices, will require discovery and
14 mathematical computations to determine the amount of wages owed, and will cause difficulty and
15 expense in attempting to reconstruct time and pay records. Defendants' conduct led to the
16 submission of inaccurate information about wages and amounts deducted from wages to state and
17 federal government agencies. As a result, Plaintiff and the Wage Statement Class are required to
18 participate in this lawsuit and create more difficulty and expense for Plaintiff and the Wage
19 Statement Class from having to reconstruct time and pay records than if Defendants had complied
20 with their legal obligations.

21 107. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
22 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
23 violation occurred and one hundred (100) dollars per employee per violation for each subsequent
24 pay period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

25 108. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
26 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
27 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
28 employed Wage Statement Class members with inaccurate wage statements in violation of Labor

Code section 226(a) and currently employed Wage Statement Class members have no adequate legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants' compliance with Labor Code section 226(a).

109. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage Statement Class are entitled to recover the full amount of penalties due under section 226(e), reasonable attorneys' fees, and costs of suit.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

(Against All Defendants by Plaintiff and the Waiting Time Class)

110. Plaintiff incorporates all paragraphs above as though fully set forth herein.

111. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were employees of Defendants, covered by Labor Code sections 201 and 202.

112. An employer is required to pay all unpaid wages timely after an employee's employment ends. The wages are due immediately upon termination or within seventy-two (72) hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation. *Id.*

113. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time Class, with all wages earned and unpaid prior to separation of employment, in accordance with either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at all relevant times within the limitations period applicable to this cause of action, Defendants maintained a policy or practice of not paying non-exempt employees all earned wages timely upon separation of employment.

114. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages earned prior to separation of employment timely in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by non-exempt workers prior

1 to separation of employment in accordance with Labor Code sections 201 and 202, but
2 intentionally adopted policies or practices incompatible with the requirements of Labor Code
3 sections 201 and 202. Defendants' practices include failing to pay overtime wages for all overtime
4 hours worked, meal period premium wages, and/or sick pay wages. When Defendants failed to
5 pay Plaintiff and the Waiting Time Class all earned wages timely upon separation of employment,
6 they knew what they were doing and intended to do what they did.

7 115. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
8 Class are entitled to all wages earned prior to separation of employment that Defendants have yet
9 to pay them.

10 116. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are
11 entitled to continuation of their wages, from the day their earned and unpaid wages were due until
12 paid, up to a maximum of thirty (30) days.

13 117. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
14 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
15 earned prior to separation of employment.

16 118. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
17 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation
18 wages owed under Labor Code section 203.

19 119. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their
20 unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and
21 reasonable attorney's fees and costs under Labor Code section 218.5.

22 **NINTH CAUSE OF ACTION**

23 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**
24 **CODE SECTIONS 17200, ET SEQ.**

25 **(Against All Defendants by Plaintiff and the California Class)**

26 120. Plaintiff incorporates all paragraphs above as though fully set forth herein.

27 121. The unlawful conduct of Defendants alleged herein constitutes unfair competition
28 within the meaning of Business and Professions Code section 17200. This unfair conduct includes

Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay overtime wages for all overtime hours worked; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to pay wages for accrued paid sick time at the regular rate of pay; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment. Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay overtime wages for all overtime hours worked; authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; pay wages for accrued paid sick time at the regular rate of pay; provide accurate wage and hour statements; and timely pay all wages due upon separation of employment.

122. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the California Class have suffered injury in fact and lost money or property, as described in more detail above.

123. Pursuant to Business and Professions Code section 17203, Plaintiff and the California Class are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable attorney's fees and costs under Code of Civil Procedure section 1021.5 and other applicable statutes.

TENTH CAUSE OF ACTION

CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"), LABOR CODE SECTIONS 2698, ET SEQ.

(Against all Defendants by Plaintiff)

124. Plaintiff incorporates all paragraphs above as though fully set forth herein.

125. Plaintiff further alleges that Defendants have committed the additional violation of

1 the California Labor Code:

2 **126. Failure to timely pay earned wages during employment:** In California, wages
3 must be paid at least twice during each calendar month on days designated in advance by the
4 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
5 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
6 16th and the 26th day of that month and wages earned between the 16th and the last day,
7 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
8 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
9 paid within seven (7) calendar days following the close of the payroll period in which wages were
10 earned. Labor Code section 204(d).

11 **127.** As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
12 to timely pay Plaintiff's and other current and former aggrieved California-based nonexempt
13 employees' earned wages (including overtime wages, meal period premium wages, and sick pay
14 wages), in violation of Labor Code section 204. Defendants' aforementioned policies, practices,
15 and/or procedures resulted in their failure to pay Plaintiff's and other current and former aggrieved
16 California-based non-exempt employees' their earned wages within the applicable time frames
17 outlined in Labor Code section 204.

18 **128. Secret payment of lower wages than designated by statute:** Labor Code section
19 223 provides that, where any statute or contract requires an employer to maintain the designated
20 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
21 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
22 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
23 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
24 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
25 Labor Code section 1198, the Defendant secretly paid a lower wage than designated by statute
26 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

27 **129.** Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
28 employee, on behalf of himself or herself and other current or former employees, to bring a civil

1 action to recover civil penalties against all Defendants pursuant to the procedures specified in
2 Labor Code section 2699.3.

3 130. Plaintiff has complied with the procedures for bringing suit specified in Labor
4 Code section 2699.3. On January 23, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
5 and provided notice to Defendants by certified mail which provided notice of the specific
6 provisions of the Labor Code alleged to have been violated, including the facts and theories to
7 support the violations alleged.

8 131. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
9 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
10 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
11 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
12 to investigate Plaintiff's claims.

13 132. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
14 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
15 226.7, 246, 510, 512, 1194, and 1198, as alleged herein, beginning one (1) year preceding Plaintiff
16 sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

17 (a) For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 246,
18 1194 and 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the
19 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
20 each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

21 (b) For violations of Labor Code section 226(a), alternatively, two hundred
22 fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each
23 subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay
24 period [penalty amounts established by Labor Code section 226.3].

25 (c) For violations of Labor Code section 510 and 512, fifty dollars (\$50) for
26 each employee for each pay period for the initial violation, and for each subsequent violation, one
27 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
28 established by Labor Code section 558].

1 (d) For violations of Labor Code section 204, one hundred dollars (\$100) for
2 each failure to pay each employee in any initial violation, and for each subsequent violation, or
3 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
4 employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by
5 Labor Code section 210].

6 (e) For violations of Labor Code section 223, one hundred dollars (\$100) for
7 each failure to pay each employee in any initial violation, and for each subsequent violation, or
8 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
9 employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by
10 Labor Code section 225.5].

11 133. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
12 reasonable attorneys' fees and costs in connection with her claims for civil penalties.

13 **PRAYER FOR RELIEF**

14 **WHEREFORE, PLAINTIFF ON HER OWN BEHALF AND ON BEHALF OF**
15 **THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

16 **ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH,**
17 **EIGHT, NINETH, AND TENTH CAUSES OF ACTION:**

18 1. That the Court determine that this action may be maintained as a class action (for
19 the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of
20 Civil Procedure section 382 and any other applicable law;

21 2. That the named Plaintiff be designated as a class representative for the California
22 Class (and all sub-classes thereof);

23 3. For a declaratory judgment that the policies, practices, and/or procedures
24 complained herein are unlawful; and

25 4. For an injunction against Defendants enjoining them, and any and all persons
26 acting in concert with them, from engaging in each of the unlawful policies, practices, and/or
27 procedures set forth herein.

28 **ON THE FIRST CAUSE OF ACTION:**

1. That Defendants be found to have violated the minimum wage provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;

4. For liquidated damages pursuant to Labor Code section 1194.2;

5. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;

6. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code section 1194;

7. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and

8. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SECOND CAUSE OF ACTION:

1. That Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Overtime Class;

2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;

5. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code section 1194; and

6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the meal period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;

2. For damages, according to proof, including unpaid premium wages;

3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FOURTH CAUSE OF ACTION:

1. That Defendants be found to have violated the rest period provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;
2. For damages, according to proof, including unpaid premium wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE FIFTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding failure to pay wages for accrued paid sick time as to Plaintiff and the Sick Pay Class;
2. For damages and/or penalties, according to proof, including unpaid regular rate wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate
6. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code sections 245 et seq. and 246; and
7. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SIXTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code

1 regarding maintenance of records as to Plaintiffs and the Waiting Time Class;

2 2. For damages and/or penalties, according to proof, including damages and/or
3 statutory penalties under Labor Code sections 226 subdivision (e), 226.3, 1174.5, and any other
4 legally applicable damages or penalties;

5 3. For pre-judgment interest and post-judgment interest;

6 4. For an injunction against Defendants enjoining them, and any and all persons
7 acting in concert with them, from engaging in violations of Labor Code section 226, subdivision
8 (a), 1174 subdivision (d), and IWC Wage Order No. 4-2001, § 7;

9 5. For such other further relief, in law and/or equity, as the Court deems just or
10 appropriate.

11 **ON THE SEVENTH CAUSE OF ACTION:**

12 1. That Defendants be found to have violated the provisions of the Labor Code
13 regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

14 1. For damages and/or penalties, according to proof, including damages and/or
15 statutory penalties under Labor Code section 226, subdivision (e), and any other legally applicable
16 damages or penalties;

17 2. For pre-judgment interest and post-judgment interest;

18 3. For an injunction against Defendants enjoining them, and any and all persons acting
19 in concert with them, from engaging in violations of Labor Code section 226, subdivision (a);

20 4. For attorneys' fees and costs of suit, including but not limited to those recoverable
21 under Labor Code section 226, subdivision (e); and

22 5. For such other further relief, in law and/or equity, as the Court deems just or
23 appropriate.

24 **ON THE EIGHTH CAUSE OF ACTION:**

25 6. That Defendants be found to have violated the provisions of the Labor Code
26 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the
27 Waiting Time Class;

28 7. For damages and/or penalties, according to proof, including damages and/or

1 statutory penalties under Labor Code section 203 and any other legally applicable damages or
2 penalties;

3 8. For pre-judgment interest, including under Labor Code section 218.6, and post-
4 judgment interest;

5 9. For attorneys' fees and costs of suit, including but not limited to that recoverable
6 under Labor Code section 218.5; and

7 10. For such other further relief, in law and/or equity, as the Court deems just or
8 appropriate.

9 **ON THE NINTH CAUSE OF ACTION:**

10 1. That Defendants be found to have violated Business and Professions Code sections
11 17200, *et seq.*, for the conduct alleged herein as to the California Class;

12 2. A declaratory judgment that the practices complained herein are unlawful;

13 3. An injunction against Defendants enjoining them, and any and all persons acting in
14 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
15 herein;

16 4. For restitution to the full extent permitted by law;

17 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
18 under Code of Civil Procedure section 1021.5; and

19 6. For such other further relief, in law and/or equity, as the Court deems just or
20 appropriate.

21 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
22 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

23 **ON THE TENTH CAUSE OF ACTION**

24 1. That Defendants be found to have violated the provisions of the Labor Code and
25 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

26 2. For any and all legally applicable penalties during the relevant statute of limitations
27 subject to any permissible tolling, including but not limited to those recoverable under the
28 California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 1197.1 and

1 2699(f);

2 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
3 under California Labor Code section 2699(g); and

4 4. For such and other further relief, in law and/or equity, as the Court deems just or
5 appropriate.

6 Dated: October 29, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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By: /s/Paolo Policastro
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Paolo Policastro, Esq.

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Attorneys for Plaintiff
BRITTANY FORTE,
on behalf of herself and others similarly situated

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff BRITTANY FORTE demands a trial by jury for herself and the California Class
3 on all claims so triable.

4 Dated: October 29, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

5
6 By: /s/Paolo Policastro
Joseph Lavi, Esq.
7 Vincent C. Granberry, Esq.
8 Paolo Policastro, Esq.

9 Attorneys for Plaintiff
BRITTANY FORTE,
10 on behalf of herself and others similarly situated
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