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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARTHA ESPINAL and JOSE CRUZ
 GARCIA, on behalf of themselves and others
 similarly situated and current and former
 aggrieved employees,

Plaintiffs,

vs.

LEVB INC., a California corporation; and
 DOES 1 to 100, inclusive,

Defendants.

Case No.: 24STCV04990
 [Consolidated with: 24STCV06213]

CLASS ACTION

**CONSOLIDATED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT FOR DAMAGES AND
 RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL TIME 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, 1194, AND 1198**

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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 ALL ACCRUED AND VESTED VACATION/PTO WAGES IN VIOLATION OF LABOR CODE SECTION 227.3**
6. **FAILURE TO PROVIDE SICK PAY IN VIOLATION OF LABOR CODE SECTION 246**
7. **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
8. **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204**
9. **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**
10. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
11. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.***

12. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTION 2698, *et seq.***

DEMAND FOR JURY TRIAL

COMES NOW Plaintiffs MARTH ESPINAL (“Plaintiff ESPINAL”) and JOSE CRUZ GARCIA (“Plaintiff GARCIA”) (collectively, “Plaintiffs”) on behalf of themselves and all others similarly situated, hereby bring this Consolidated Class and Representative Action Complaint (“CCRAC”) against Defendants LEVB INC., a California corporation (“Defendant LEVB”), and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

INTRODUCTION

1. This is a wage and hour class action lawsuit and Private Attorneys’ General Act of 2004, Lab. Code §2698, et seq. (“PAGA”) representative action on behalf of Plaintiffs and other current and former non-exempt employees of Defendants in California seeking within the applicable statute of limitations periods:

- (a) failure to pay wages for all hours worked at minimum wage;
- (b) failure to pay overtime wages for all overtime hours worked;
- (c) failure to authorize or permit all legally required and compliant meal periods and/or pay meal period premium wages;
- (d) failure to authorize or permit all legally required and compliant rest periods and/or pay rest period premium wages;
- (e) failure to pay accrued and vested vacation/PTO wages;
- (f) failure to pay sick pay at the proper regular rate;
- (g) failure to indemnify all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties;
- (h) statutory penalties for failure to timely pay earned wages during employment;
- (i) statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; and

1 (j) statutory penalties for failure to provide accurate wage statements.

2 Based on these alleged violations, Plaintiffs now brings this class action and representative action to
3 recover unpaid wages, restitution, statutory penalties, injunctive relief and other equitable relief,
4 reasonable attorney's fees pursuant to Labor Code §218.5, 226(e), 1194, costs, interest, liquidated
5 damages, and civil penalties pursuant to Labor Code §2698 associated with Defendant's violations of
6 the Labor Code brought on behalf of Plaintiffs and others similarly situated and/or other aggrieved
7 employees and the Labor Workforce Development Agency ("LWDA").

8 **JURISDICTION AND VENUE**

9 2. This Court has subject matter jurisdiction to hear this case because Plaintiffs' and
10 putative class members' claims for unpaid wages, actual damages, liquidated damages, restitution,
11 and penalties sought by Plaintiffs on behalf of themselves and others similarly situated from
12 Defendants exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

13 3. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure
14 §§393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions
15 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
16 maintains offices, transacts business, and/or has an agent therein.

17 4. Defendants operate throughout California; Defendants employed Plaintiffs and
18 putative class members in locations throughout California, including but not limited to Los Angeles
19 County, at 325 West Cerritos Avenue, Glendale, California 91204; more than two-thirds of putative
20 class members are California citizens; the principal violations of California law occurred in
21 California; the conduct of Defendants forms a significant basis for Plaintiffs' and putative class
22 members' claims; and Plaintiffs and putative class members seek significant relief from Defendants.

23 **PAGA ALLEGATIONS**

24 5. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by
25 Defendants.

26 6. At all times herein set forth, PAGA provides that any provision of law under the Labor
27 Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the
28 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved

1 employee on behalf of himself and other current or former employees pursuant to procedures outlined
2 in Labor Code §2699.3.

3 7. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
4 employee,” who is any person that was employed by the alleged violator and against whom one or
5 more of the alleged violations was committed.

6 8. Plaintiffs were employed by Defendants and the alleged violation was committed
7 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiffs
8 and the other employees are “aggrieved employees” as defined by Labor Code §2699(c) in that they
9 are all current or former employees of Defendants, and one or more of the alleged violations were
10 committed against them.

11 9. Pursuant to Labor Code §2699.3 and 2699.5, an aggrieved employee, including
12 Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been
13 met:

14 a. The aggrieved employee shall give written notice by online submission (hereinafter
15 “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter
16 “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support
18 the alleged violations.

19 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
20 the aggrieved employee by certified mail that it does not intend to investigate the
21 alleged violation within sixty (60) calendar days of the postmark date of the
22 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not
23 provided within sixty-five (65) calendar days of the postmark date of the Employee’s
24 Notice, the aggrieved employee may commence a civil action pursuant to Labor Code
25 §2699 to recover civil penalties in addition to any other penalties to which the
26 employee may be entitled.

27 10. On December 29, 2023, Plaintiff Garcia provided written notice by online submission
28 to the LWDA and by U.S. Certified Mail to Defendant LEVB, Inc., of the specific provisions of the

1 Labor Code alleged to have been violated, including the facts and theories to support the alleged
2 violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date
3 of Plaintiffs' notice.

4 11. On January 17, 2024, Plaintiff Espinal provided written notice by online submission
5 to the LWDA and by U.S. Certified Mail to Defendant LEVB, Inc., of the specific provisions of the
6 Labor Code alleged to have been violated, including the facts and theories to support the alleged
7 violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date
8 of Plaintiffs' notice.

9 12. Therefore, Plaintiffs have satisfied the administrative prerequisites under Labor Code
10 §2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations
11 of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
12 2800, 2802.

13 **PARTIES**

14 13. Plaintiffs bring this action on behalf of themselves and other members of the general
15 public similarly-situated. The named Plaintiffs and the class of persons on whose behalf this action
16 is filed are current, former and/or future employees of Defendants who work as hourly non-exempt
17 employees. At all times mentioned herein, the currently named Plaintiffs are and were a resident of
18 California and were employed by Defendants within the four years prior to the filing of the Complaint.

19 14. Defendants employed Plaintiffs as an hourly non-exempt employee from in or around
20 February 2023 to on or about November 27, 2023.

21 15. Plaintiffs are informed and believes, and on that basis alleges that Defendants
22 employed Plaintiffs and other hourly non-exempt employees throughout the State of California and
23 therefore its conduct forms a significant basis of the claims asserted in this matter.

24 16. Plaintiffs are informed and believes and thereon alleges that Defendants LEVB and
25 DOES 1-50 are authorized to do business within the State of California and are doing business in the
26 State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were
27 persons acting on behalf of Defendants in the establishment of, or ratification of, the aforementioned
28 illegal wage and hour practices or policies. Defendants LEVB and DOES 1-50 operate in Los Angeles

1 County and employed Plaintiffs and other putative class members in Los Angeles County at its
2 business located at 325 West Cerritos Avenue, Glendale, California 91204.

3 17. Plaintiffs are informed and believe and thereon alleges that Defendants DOES 51-75
4 are corporations, or are other business entities or organizations of a nature unknown to Plaintiffs that
5 employed Plaintiffs and aggrieved California non-exempt employees, permitted Plaintiffs and
6 aggrieved employees to work, and exercised control over the wages, hours and working conditions
7 of employment of Plaintiffs and aggrieved employees.

8 18. Plaintiffs are informed and believe and thereon alleges that Defendants DOES 76-100
9 are individuals unknown to Plaintiffs. Each individual Defendant is sued individually in his or her
10 capacity as an agent, shareholder, owner, representative, manager, supervisor, independent contractor
11 and/or employee of each Defendant and participated in the establishment of, or ratification of, the
12 aforementioned illegal wage and hour practices or policies.

13 19. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100. Plaintiffs
14 sue said Defendants by said fictitious names, and will amend this Complaint when the true names and
15 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by
16 law or by the Court. Plaintiffs are informed and believes that each of the fictitiously named
17 Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

18 20. Plaintiffs are informed, believes, and thereon alleges that at all relevant times, each
19 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
20 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
21 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
22 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
23 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
24 Complaint. Plaintiffs are further informed and believes and thereon alleges that each Defendant acted
25 pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each
26 Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled,
27 aided and abetted the conduct of all other defendants. As used in this Complaint, "Defendants" means
28 "Defendants and each of them," and refers to the Defendants named in the particular cause of action

1 in which the word appears and includes Defendants LEVB and DOES 1 to 100, inclusive.

2 21. At all times mentioned herein, each Defendant was the co-conspirator, agent, servant,
3 employee, and/or joint venturer of each of the other Defendants and was acting within the course and
4 scope of said conspiracy, agency, employment, and/or joint venture and with the permission and
5 consent of each of the other Defendants.

6 22. Plaintiffs make the allegations in this Complaint without any admission that, as to any
7 particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading and Plaintiffs
8 reserves all of Plaintiffs rights to plead in the alternative.

9 **DESCRIPTION OF ILLEGAL PAY PRACTICES**

10 23. Pursuant to Industrial Welfare Commission (“IWC”) Wage Order 7 (“Wage Order”),
11 codified at California Code of Regulations title 8, §11010, Defendants are employers of Plaintiffs
12 within the meaning of Wage Order 7 and §18 of the Labor Code. Therefore, each of these Defendants
13 is jointly and severally liable for the wrongs complained of herein in violation of the Wage Order and
14 the Labor Code.

15 24. **Failure to Pay Wages for All Hours Worked at the Legal Minimum Wage:**
16 Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
17 employees. In California, an employer is required to pay hourly employees for all “hours worked” at
18 least the minimum wage rate of pay which includes all time that an employee is under the control of
19 the employer and all time the employee is suffered and permitted to work as established by the
20 Industrial Welfare Commission (“IWC”) and the Wage Orders. This includes the time an employee
21 spends, either directly or indirectly, performing services which inure to the benefit of the employer.

22 25. Plaintiffs and similarly situated hourly non-exempt employees worked more minutes
23 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiffs and
24 similarly situated employees all wages at the applicable overtime wage for all hours worked due to
25 Defendants’ policies, practices, and/or procedures including, but not limited to:

- 26 a. Defendants paid Plaintiffs and other non-exempt employees similarly situated for their
27 scheduled hours instead of properly keeping track of their time. As a result, Defendants
28 failed to properly track the actual hours Plaintiffs and other non-exempt employees

1 worked. Otherwise, Defendants unlawfully rounded Plaintiffs and other non-exempt
2 employees' hours and failed to properly compensate them for time spent working in a
3 given shift.

4 b. Defendants "rounded" down or "shaved" Plaintiffs' and similarly situated employees'
5 total daily hours worked at the time of their clock-in and clock-out to the nearest
6 quarter of an hour, to the benefit of Defendants.

7 26. Defendants therefore suffered, permitted, and required their hourly non-exempt
8 employees to be subject to Defendants' control without paying wages for that time. This resulted in
9 Plaintiffs and similarly situated employees working time for which they were not compensated any
10 wages, in violation of Labor Code §§1194, 1197, and Wage Order 7.

11 27. **Failure to Pay Overtime Wages Due to Rounding Down Hours Worked to the**
12 **Nearest Quarter Hour.** Defendants employed many of their employees, including Plaintiffs, as non-
13 exempt, hourly employees. In California, an employer is required to pay hourly employees for all
14 "hours worked," which includes all time that an employee is under control of the employer and all
15 time the employee is suffered and permitted to work. This includes the time an employee spends,
16 either directly or indirectly, performing services that inure to the benefit of the employer.

17 28. Labor Code §§510 and 1194 require an employer to compensate employees a higher
18 rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a workweek, and on any
19 seventh consecutive day of work in a workweek:

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

28 (Lab. Code §510).

29 In this case, Defendants paid Plaintiffs and other non-exempt employees similarly
30 situated for their scheduled hours instead of properly keeping track of their time. As a result,
31 Defendants failed to properly track the actual hours Plaintiffs and other non-exempt employees

1 worked. Otherwise, Defendants unlawfully “rounded” down or “shaved” Plaintiffs and other non-
2 exempt employees’ hours and failed to properly compensate them for time spent working in a given
3 shift.

4 **30. Failure to Pay Wages for Overtime Hours Worked at the Overtime Rate of Pay:**
5 Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
6 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
7 which includes all time that an employee is under the control of the employer and all time the
8 employee is suffered or permitted to work. This includes the time an employee spends, either directly
9 or indirectly, performing services which inure to the benefit of the employer.

10 **31. Labor Code §§510 and 1194 and Wage Order 7 require an employer to compensate**
11 **employees at a higher rate of pay for hours worked in excess of eight (8) hours in a workday, more**
12 **than forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:**

13 Any work in excess of eight hours in one workday and any work in excess of 40 hours
14 in any one workweek and the first eight hours worked on the seventh day of work in
15 any one workweek shall be compensated at the rate of no less than one and one-half
16 times the regular rate of pay for an employee. Any work in excess of 12 hours in one
17 day shall be compensated at the rate of no less than twice the regular rate of pay for
18 an employee. In addition, any work in excess of eight hours on any seventh day of a
19 workweek shall be compensated at the rate of no less than twice the regular rate of pay
20 of an employee.

21 Labor Code §510; Wage Order 7, §3.

22 **32. Defendants failed to pay Plaintiffs and similarly situated employees all wages at the**
23 **applicable minimum wage for all hours worked due to Defendants’ policies, practices, and/or**
24 **procedures including, but not limited to:**

25 a. Defendants paid Plaintiffs and other non-exempt employees similarly situated for their
26 scheduled hours instead of properly keeping track of their time. As a result, Defendants
27 failed to properly track the actual hours Plaintiffs and other non-exempt employees
28 worked, including overtime and double overtime. Otherwise, Defendants unlawfully
rounded Plaintiffs and other non-exempt employees’ hours and failed to properly
compensate them for time spent working in a given shift.

33. To the extent Plaintiffs and similarly situated employees had already worked 8 hours

1 in the workday and/or during workweeks Plaintiffs and similarly situated employees had already
2 worked 40 hours in a workweek, the employees should have been paid overtime for this unpaid time.
3 This resulted in hourly non-exempt employees working time which should have been paid at the legal
4 overtime rate but was not paid any wages in violation of Labor Code §§510, 1194, and Wage Order
5 7, §3.

6 34. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
7 failing to pay Plaintiffs and similarly situated employees for all overtime hours worked, in violation
8 of Labor Code §§510, 1194, 1198, and the Wage Order.

9 35. **Failure to Pay Hourly Non-Exempt Employees Wages to Compensate Them for**
10 **Workdays Defendants Failed to Provide Required Meal Periods:** California law requires an
11 employer to authorize or permit an employee an uninterrupted meal period of no less than 30-minutes
12 in which the employee is relieved of all duties and the employer relinquishes control over the
13 employee's activities prior to the employee's sixth hour of work. Cal. Lab. Code §§226.7, 512; Wage
14 Order 9-2001, 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer
15 may not employ an employee for a work period of more than 10 hours per day without providing the
16 employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh
17 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
18 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
19 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
20 of all duty; and (2) the parties have a written agreement agreeing to on duty meal periods. If an
21 employer fails to provide an employee a meal period in accordance with the law, the employer must
22 pay the employee one hour of pay at the employee's regular rate of pay for each workday that a legally
23 required meal period was not timely provided or was not duty-free. *Id.*

24 36. During the four years prior to the filing of the complaint, Plaintiffs and similarly
25 situated employees regularly worked shifts of more than 5 hours in length. Nevertheless, Plaintiffs
26 and similarly situated employees were not given an uninterrupted 30-minute meal break for every
27 five hours of work because Defendants' systematic company policy pressured and/or required
28 employees to work without receiving meal periods, or the meal breaks were interrupted, untimely,

1 taken while working, and/or were shorter than 30 minutes. Nevertheless, Defendants automatically
2 deducted 30 minutes from Plaintiffs' and similarly situated employees' daily hours worked and
3 attributed that time to a first meal period.

4 37. At times, Plaintiffs and California non-exempt employees would work in excess of 10
5 hours which would entitled them to a second meal period before the 10th hour of work. Defendants
6 did not provide Plaintiffs and California non-exempt employees with a second meal period when they
7 worked in excess of 10 hours. Defendants did not have a procedure in place to pay Plaintiffs and
8 California non-exempt employees a premium wage for their missed meal periods when they did not
9 receive a second meal period. Accordingly, Defendants did not pay Plaintiffs and California non-
10 exempt employees a premium wage when they did not receive a second meal period.

11 38. Defendants also failed to pay Plaintiffs and similarly situated employees one hour of
12 pay at their regular rate of pay for each workday Plaintiffs and similarly situated employees did not
13 receive all legally compliant meal periods. Defendants lacked a policy and procedure for
14 compensating Plaintiffs and similarly situated employees with premium wages when they did not
15 receive all legally required meal periods in a legally compliant manner.

16 39. These practices and procedures resulted in Plaintiffs and all other similarly situated
17 employees not receiving wages to compensate them for workdays which Defendants did not provide
18 them with legally compliant meal periods in compliance with California law.

19 40. **Failure to Pay Hourly Employees Wages to Compensate Them for Workdays**
20 **Defendants Failed to Provide Required Rest Periods:** Defendants often employed hourly
21 employees, including the named Plaintiffs and all others similarly-situated, for shifts at least three
22 and one-half (3.5) hours in length.

23 41. California law states that "[e]very employer shall authorize and permit all employees
24 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
25 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
26 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
27 an employee a rest period in accordance with the applicable provisions of this order, the employer
28 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each

workday that the rest period is not provided.” (Wage Order 7, §12; see Lab. Code §226.7). Under California law, “[e]mployees 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 v. Superior Court* (2012) 53 Cal.4th 1004, 1029; Lab. Code §226.7; Wage Order 7, §12). Rest periods must be in the middle of each work period. (Wage Order 7, §12). If an employer fails to provide an employee a timely and legally compliant rest period, the employer must pay the employee one hour of pay at the employee’s regular rate of compensation for each work day that a legally required meal period was not provided or was not duty free. (*Id.*)

42. Despite that California law requires employers to provide employees with one 10 minute rest break when an employee’s work shift is in excess of 3.5 hours, a second 10 minute rest break when a shift is in excess of 6 hours, a third 10-minute rest break when a shift is in excess of 10 hours, Defendants regularly failed to do so. As a result, Plaintiffs and similarly situated non-exempt, employees did not receive legally compliant rest periods as they were untimely, on-duty, or were not taken at all.

43. Defendants also failed to pay employees one hour of pay at their regular rate of pay for each workday Plaintiffs and similarly situated employees did not receive all timely and legally compliant rest periods.

44. This practice resulted in Plaintiffs and all other similarly situated California non-exempt employees not receiving wages to compensate them for workdays which Defendants did not provide them with rest periods in compliance with California law.

45. **Failure to Pay Accrued and Vested Vacation Wages:** Defendants had a policy and/or procedure of providing its employees with paid vacation time and/or personal time off (“Vacation/PTO”).

46. Vacation/PTO wages are deferred wages that vest once accrued. Labor Code §227.3 provides that an employer must pay its employees all unused vested vacation/PTO at the time of termination at the employees’ final rate of pay.

47. Defendants had a vacation policy in which Plaintiffs and other similarly situated

1 employees accrued vacation/PTO wages.

2 48. Defendants terminated Plaintiffs and other similarly situated employees without
3 paying them the full amount of their earned vacation/PTO wages, in violation of California law, and
4 employed policies and procedures which ensured Plaintiffs and those similarly situated would not
5 receive their accrued and vested vacation/PTO wages upon termination.

6 49. **Failure to Pay Sick Pay at the Proper Rate:** Defendants failure to pay sick pay to
7 Plaintiffs and similarly situated employees at the correct rate. Plaintiffs received compensation in
8 addition to hourly wages, but those additional amounts were not included when calculating sick pay
9 wages. Instead, Defendants paid Plaintiffs and similarly situated employees at their base hourly rate
10 of pay.

11 50. **Failure to Indemnify Employees for Losses and Expenditures Incurred as Part of**
12 **Their Employment:** Labor Code §2802(a) states that “[a]n employer shall indemnify his or her
13 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
14 the discharge of his or her duties, or of his or her obedience to the directions of the employer...” An
15 employer is prohibited from passing the ordinary business expenses and losses of the employer onto
16 the employee. (Labor Code §2802).

17 51. Defendants employed policies, practices, and/or procedures of impermissibly passing
18 business-related expenses to Plaintiffs and similarly situated employees. The costs incurred by
19 Plaintiffs and similarly situated employees to pay for their own mandatory compliance with
20 Defendants’ policies, practices, and/or procedures were significant as a result of their employment
21 with Defendants.

22 52. Defendants employed policies and procedures which ensured Plaintiffs and similarly
23 situated employees would not receive indemnification for the aforementioned necessary expenditures
24 incurred as a result of their employment with Defendants.

25 53. Defendants’ aforementioned policies, practices, and/or procedures resulted in
26 Plaintiffs and similarly situated California-based employees not receiving indemnification for
27 employment-related expenditures, in violation of Labor Code §2802.

28 54. **Failure to Timely Pay Earned Wages During Employment:** In California, wages

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

8 55. As a derivative of Plaintiffs' claims above, Plaintiffs alleges that Defendants failed to
9 timely pay Plaintiffs' and similarly situated employees' earned wages (including minimum wages,
10 overtime wages, meal period premium wages, rest period premium wages, vacation/PTO pay, sick
11 pay, and reimbursement pay), in violation of Labor Code §204.

12 56. Defendants' aforementioned policies, practices, and/or procedures resulted in their
13 failure to pay Plaintiffs and similarly situated employees their earned wages within the applicable
14 time frames outlined in Labor Code §204.

15 57. **Failure to Timely Pay All Wages Due at the Time of Termination/Resignation:**
16 An employer is required to pay all unpaid wages timely after an employee's employment ends. The
17 wages are due immediately upon termination (Labor Code §201) or within 72 hours of resignation
18 (Labor Code §202).

19 58. As a result of the aforementioned violations of the Labor Code, Plaintiffs alleges that
20 he, and other similarly situated employees, were not paid their final wages in a timely manner upon
21 separation of employment, whether voluntary or involuntary, as required by Labor Code §201, 202,
22 and 203.

23 59. **Failure to Provide Accurate Wage Statements:** Labor Code §226(a) provides (inter
24 alia) that, upon paying an employee his or her wages, the employer must "furnish each of his or her
25 employees ... an itemized statement in writing showing: (1) gross wages earned, (2) total hours
26 worked by the employee, except for any employee whose compensation is solely based on a salary
27 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
28 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any

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

7 60. Defendants failed to provide accurate and complete wage statements to Plaintiffs and
8 similarly situated employees. Because Defendants provided to employees wage statements which
9 were inadequate as a result of the aforementioned conduct, Plaintiffs and similarly situated employees
10 wage statements inaccurately stated: the gross wages earned, total hours worked by the employee, the
11 net wages earned, and applicable hourly rates in effect in a pay period with corresponding number of
12 hours worked.

13 61. Defendants applied these policies and procedures to Plaintiffs and other similarly
14 situated employees which resulted in Defendants failing to provide complete and accurate wage
15 statements to non-exempt employees in compliance with Labor Code §226 (a).

16 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

17 62. Plaintiffs bring this action on behalf of themselves, on behalf of all others similarly
18 situated, and on behalf of the General Public, and as a member of a Class defined as follows:

19 A. **Minimum Wage Class:** All current and former hourly non-exempt employees
20 employed by Defendants in California at any time within the four years prior to the filing of the initial
21 Complaint in this action and through the date notice is mailed to a certified class who were not paid
22 at least at minimum wage for all time they were subject to Defendants’ control.

23 B. **Overtime Class:** All current and former hourly non-exempt employees
24 employed by Defendants in California at any time within the four years prior to the filing of the initial
25 Complaint in this action and through the date notice is mailed to a certified class who worked more
26 than eight hours in a in a workday or 40 hours in a workweek and to whom Defendants did not pay
27 all overtime wages owed.

28 C. **Meal Period Class:** All current and former hourly non-exempt employees

1 employed by Defendants in California at any time within the four years prior to the filing of the initial
2 Complaint in this action and through the date notice is mailed to a certified class who worked more
3 than 5 hours during a workday and did not receive wages to compensate them for missed meal periods,
4 late meal periods, interrupted meal periods, meal periods taken onsite and/or short meal periods,
5 and/or take a second meal period when they worked shifts over 10 hours.

6 **D. Rest Period Class:** All current and former hourly non-exempt employees
7 employed by Defendants in California at any time within the four years prior to the filing of the initial
8 Complaint in this action and through the date notice is mailed to a certified class who worked at least
9 three and one-half (3.5) or more hours in a day who did not receive required rest periods of ten net
10 minutes rest time for every four hours worked between three and one-half and six hours, six and ten
11 hours, or ten and fourteen hours.

12 **E. Vacation Pay Class:** All current and former non-exempt employees employed
13 by Defendants in California at any time within the four (4) years prior to the filing of the initial
14 complaint in this action and through the date notice is mailed to a certified class who accrued vacation
15 time/personal time off, yet Defendants did not pay all wages due for vested vacation time/personal
16 time off upon separation of employment.

17 **F. Sick Pay Class:** All current and former non-exempt employees employed by
18 Defendants in California as direct employees as well as temporary employees employed through
19 temporary employment agencies at any time from four (4) years prior to the filing of the initial
20 Complaint in this matter through the date notice is mailed to a certified class who were paid sick pay
21 in a period in which they earned any other pay that should have been included, including but not
22 limited to, bonus compensation, commissions, and/or incentives, in their sick pay wages.

23 **G. Indemnification Class:** All current and former hourly non-exempt employees
24 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
25 Complaint in this action through the date notice is mailed to a certified class who did not receive
26 indemnification to reimburse them for the necessary expenditures incurred in the discharge of their
27 duties.

1 H. **Pay Day Class:** All current and former hourly non-exempt employees
2 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
3 Complaint in this action through the date notice is mailed to a certified class who were not timely
4 paid earned wages during their employment.

5 I. **Waiting Time Class:** All current and former hourly non-exempt employees
6 employed by Defendants in California at any time within the three years prior to the filing of the
7 initial Complaint in this action and through the date notice is mailed to a certified class who did not
8 receive payment of all unpaid wages upon separation of employment within the statutory time period.

9 J. **Wage Statement Class:** All current and former non-exempt employees
10 employed by Defendants in California at any time within the one year prior to the filing of the initial
11 complaint in this action and through the date notice is mailed to a certified class who received
12 inaccurate or incomplete wage statements.

13 K. **California Class:** All aforementioned classes are here collectively referred to
14 as the “California Class.”

15 63. There is a well-defined community of interest in the litigation and the classes are
16 ascertainable:

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

20 B. **Common Questions Predominate:** Common questions of law and fact exist
21 as to all members of the Plaintiffs classes and predominate over any questions that affect only
22 individual members of each class. The common questions of law and fact include, but are not limited
23 to:

24 i. Whether Defendants violated Labor Code §§1194 and 1197 by not
25 paying employees’ wages at a minimum wage rate for all time that the Minimum Wage Class
26 Members were subject to Defendants’ control but were not paid;

27 ii. Whether Defendants violated Labor Code §§510 and 1194 by not
28 paying employees’ wages at an overtime wage rate for all overtime hours that the Overtime Class

Members were subject to Defendants' control but were not paid.

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

iv. Whether Defendants violated the Wage Order and Labor Code §226.7 and the applicable Wage Order by employing Rest Period Class Members without providing all their required rest periods or paying rest period premium wages;

v. Whether Defendants violated Labor Code §227.3 by failing to pay the Vacation Pay Class Members all vacation time/personal time off wages due to them upon termination;

vi. Whether Defendants failed to pay sick pay to the Sick Pay Class at the correct rate;

vii. Whether Defendants violated Labor Code §2802 by failing to provide Indemnification Class Members with reimbursement of costs to compensate them for the necessary expenditures incurred in the discharge of their duties;

viii. Whether Defendants violated Labor Code §204 by employing Pay Day Class Members without timely paying them all earned wages during their employment;

ix. 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;

x. Whether Defendants unlawfully failed to furnish the Wage Statement Class with proper accurate itemized wage statements;

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

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

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

xiv. Whether Defendants' affirmative defenses, if any, raise any common

1 issues of law or fact as to Plaintiffs and as to the California Class Members as a whole.

2 C. **Typicality:** Plaintiffs' claims are typical of the claims of the class members in
3 each of the classes. Plaintiffs and the members of the Minimum Wage Class sustained damages
4 arising out of Defendants' failure to pay wages at least at minimum wage for all time the employees
5 were subject to Defendants' control. Plaintiffs and the members of the Overtime Wage Class sustained
6 damages arising out of Defendants' failure to pay the overtime wages for overtime hours worked.
7 Plaintiffs and the members of the Meal Period Class sustained damages arising out of Defendants'
8 failure to provide employees all legally required meal periods and failure to pay meal period premium
9 wages as compensation. Plaintiffs and the members of the Rest Period Class sustained damages
10 arising out of Defendants' failure to provide employees all legally required rest periods and failure to
11 pay rest period premium wages as compensation. Plaintiffs and the members of the Vacation Pay
12 Class sustained damages arising out of Defendants' failure to pay all accrued and vested
13 vacation/PTO wages upon separation of employment. Plaintiffs, Plaintiffs and members of the Sick
14 Pay Class sustained damages arising out of Defendants' failure to properly calculate and pay sick pay.
15 Plaintiffs and members of the Indemnification Class sustained damages from Defendants' failure to
16 provide reimbursement of costs to compensate them for the necessary expenditures incurred in the
17 discharge of their duties. Plaintiffs and members of the Pay Day Class sustained damages arising out
18 of Defendants' failure to timely pay them all wages earned during their employment in compliance
19 with Labor Code §204. Plaintiffs and the members of the Waiting Time Class sustained damages
20 arising out of Defendants' failure to provide all unpaid yet earned wages due upon separation of
21 employment within the statutory time limit. Plaintiffs and the members of the Wage Statement Class
22 sustained damages arising out of Defendants' failure to furnish them with accurate and/or complete
23 itemized wage statements in compliance with Labor Code §226.

24 D. **Adequacy of Representation:** Plaintiffs will fairly and adequately protect the
25 interests of the members of each class. Plaintiffs have no interest that is adverse to the interests of the
26 other class members.

27 E. **Superiority:** A class action is superior to other available means for the fair and
28 efficient adjudication of this controversy. Because individual joinder of all members of each class is

1 impractical, class action treatment will permit a large number of similarly situated persons to
2 prosecute their common claims in a single forum simultaneously, efficiently, and without the
3 unnecessary duplication of effort and expense that numerous individual actions would engender. The
4 expenses and burdens of individual litigation would make it difficult or impossible for individual
5 members of each class to redress the wrongs done to them, while important public interests will be
6 served by addressing the matter as a class action. The cost to and burden on the court system of
7 adjudication of individualized litigation would be substantial, and substantially more than the costs
8 and burdens of a class action. Individualized litigation would also present the potential for
9 inconsistent or contradictory judgments.

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

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**
18 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
19 **(By Plaintiffs and the Minimum Wage Class As Against All Defendants and Doe Defendants)**

20 64. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
21 by reference.

22 65. At all times relevant to this Complaint, Plaintiffs and the members of the Minimum
23 Wage Class were hourly non-exempt employees of Defendants.

24 66. Pursuant to Labor Code §§1194, 1197, and Wage Orders, Plaintiffs and the Minimum
25 Wage Class are entitled to receive wages for all hours worked, i.e., all time subject to Defendants'
26 control, and those wages must be paid at least at the minimum wage rate in effect during the time the
27 Minimum Wage Class members earned the wages.

28 67. Defendants' payroll policies and procedures required members of the Minimum Wage

1 Class to be engaged, suffered, or permitted to work without being paid wages for all of the time in
2 which they were subject to Defendants' control.

3 68. Specifically, Defendants "rounded" down or "shaved" Plaintiffs' and Minimum Wage
4 Class Members' total daily hours worked at their clock-in and clock-out times to the nearest quarter
5 of an hour, to the benefit of Defendants. Plaintiffs and Minimum Wage Class Members' were not
6 paid for this time.

7 69. In addition, Defendants employed a policy, practice, and/or procedure whereby they
8 automatically deducted 30 minutes from Plaintiffs and Minimum Wage Class Members hours worked
9 and attributed that time to a first meal period, even though Defendants routinely provided Plaintiffs
10 and Minimum Wage Class Members meal periods of less than the 30 minutes. The 30-minute
11 automatic deduction from Plaintiffs' and Minimum Wage Class Members timecards resulted in hours
12 worked during meal periods that were not properly reflected on their time sheets and therefore not
13 compensated for in violation of Labor Code §§1194, 1197, and the Wage Order.

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

17 71. Pursuant to Labor Code §§1194 and 1194.2, Plaintiffs and the Minimum Wage Class
18 members are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the
19 amount of their unpaid minimum wage, and attorneys' fees and costs.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED IN** 22 **VIOLATION OF LABOR CODE SECTIONS 510, 1194 AND 1198**

23 **(By Plaintiffs and the Overtime Class As Against All Defendants and Doe Defendants)**

24 72. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
25 by reference.

26 73. At times relevant to this Complaint, Plaintiffs and the members of the Overtime Class
27 were hourly non-exempt employees of Defendants, covered by Labor Code §§510 and 1194 and the
28 Wage Order.

1 74. Pursuant to Labor Code §§510 and 1194 and the Wage Order, hourly non-exempt
2 employees are entitled to receive a higher rate of pay for all hours worked in excess of eight hours in
3 a workday and/or 40 hours in a workweek.

4 75. Labor Code §510 (a) states in relevant part:

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

11 76. Further, Labor Code §1198 provides,

12 The maximum hours of work and the standard conditions of labor fixed by the
13 commission shall be the maximum hours of work and the standard conditions of labor
14 for employees. The employment of any employee for longer hours than those fixed by
15 the order or under conditions of labor prohibited by the order is unlawful.

14 77. Despite that California law requires employers to pay employees a higher rate of pay
15 for all hours worked more than eight hours in a workday, Defendants failed to pay Plaintiffs and
16 Overtime Class Members overtime wages due them for their daily overtime hours worked.

17 78. Defendants "rounded" down or "shaved" Plaintiffs and Overtime Class Members'
18 total daily hours worked to the nearest quarter of an hour at the clock-in and clock-out times, to the
19 benefit of Defendants. This occurred on days where Plaintiffs and Overtime Class Members worked
20 at least 8 hours or in workweeks where Plaintiffs and Overtime Class Members worked at least 40
21 hours. This resulted in Defendants failing to pay Plaintiffs and Overtime Class Members at their
22 overtime rate of pay for this time.

23 79. In addition, Defendants employed a policy, practice, and/or procedure whereby they
24 automatically deducted 30 minutes from Plaintiffs and Overtime Class Members daily hours worked
25 and attributed that time to a first meal period, even though Defendants routinely provided Plaintiffs
26 and Overtime Class Members meal periods of less than the 30 minutes. The 30-minute automatic
27 deduction from Plaintiffs' and Overtime Class Members timecards resulted in hours worked during
28 meal periods that were not properly reflected on their time sheets. This occurred on days where

1 Plaintiffs and Overtime Class Members worked at least 8 hours or in workweeks where Plaintiffs and
2 Overtime Class Members worked at least 40 hours. This resulted in Defendants failing to pay
3 Plaintiffs and Overtime Class Members at their overtime rate of pay for this time in violation of Labor
4 Code §§510, 1194, and the Wage Order

5 80. As a result of Defendants' unlawful conduct, Plaintiffs and members of the Overtime
6 Class have suffered damages in an amount subject to proof, to the extent that they were not paid
7 premium wages at an overtime rate of pay for all hours worked or at the proper overtime rate of pay.

8 81. Pursuant to Labor Code §1194, Plaintiffs and the Overtime Class members are entitled
9 to recover the full amount of their unpaid overtime wages, prejudgment interest and attorneys' fees
10 and costs.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF** 13 **LABOR CODE SECTIONS 512 AND 226.7**

14 **(By Plaintiffs and the Meal Period Class As Against All Defendants and Doe Defendants)**

15 82. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
16 by reference.

17 83. California law requires an employer to provide an employee an uninterrupted meal
18 period of no less than 30-minutes before the end of a five hour work period. (Lab. Code §512; Wage
19 Order 7 §11). An employer may not employ an employee for a work period of more than 10 hours
20 per day without providing the employee with a second meal period of not less than 30 minutes before
21 the end of a ten hour work period. (*Id.*) If the employee is not relieved of all duty during a meal period,
22 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid
23 "on duty" meal period is only permitted when 1) the nature of the work prevents an employee from
24 being relieved of all duty and 2) the parties have a written agreement agreeing to on duty meal periods.
25 If the employee is not free to leave the work premises or worksite during the meal period, even if the
26 employee is relieved of all other duty during the meal period, the employee is subject to the
27 employer's control and the meal period is counted as time worked. If an employer fails to provide an
28 employee a meal period in accordance with the law, the employer must pay the employee one hour

1 of pay at the employee's regular rate of compensation for each work day that a legally required meal
2 period was not provided or was not duty free. (*Id.*)

3 84. Plaintiffs and Meal Period Class Members would work on workdays in shifts long
4 enough to entitle them to meal periods under California law. Despite that California law requires
5 employers to provide employees with timely duty-free meal periods when they have worked a
6 sufficient amount of hours, Defendants failed to provide employees a timely full thirty minute meal
7 period for each five hour period of work as required by law.

8 85. Defendants would automatically deduct 30 minutes from Plaintiffs and Meal Period
9 Class Members' daily hours worked even when Defendants failed to authorize or permit Plaintiffs
10 and Meal Period Class Members to take a full 30-minute meal period or a meal period at all.

11 86. At times, Plaintiffs and California non-exempt employees would work in excess of 10
12 hours which would entitled them to a second meal period before the 10th hour of work. Defendants
13 did not provide Plaintiffs and California non-exempt employees with a second meal period when they
14 worked in excess of 10 hours. Defendants did not have a procedure in place to pay Plaintiffs and
15 California non-exempt employees a premium wage for their missed meal periods when they did not
16 receive a second meal period. Accordingly, Defendants did not pay Plaintiffs and California non-
17 exempt employees a premium wage when they did not receive a second meal period.

18 87. Defendants' policies and procedures resulted in Plaintiffs and Meal Period Class
19 Members not receiving wages to compensate them for workdays which Defendants did not provide
20 them with legally compliant meal periods in compliance with California law.

21 88. Defendants' policies and procedures made it impossible for Plaintiffs and other Meal
22 Period Class members from receiving all legally required and timely meal breaks or from Defendants
23 making such meal breaks available to Plaintiffs and other Meal Period Class Members when they
24 worked a minimum of five hours in a work period.

25 89. Defendants' unlawful conduct alleged herein occurred in the course of employment of
26 Plaintiffs and Meal Period Class Members and such conduct has continued through the filing of this
27 Complaint.

28 90. Defendants are liable to Plaintiffs and members of the Meal Period Class for one hour

1 of additional pay at the regular rate of compensation for each workday that Defendants did not provide
2 all legally required and legally compliant meal periods.

3 91. Plaintiffs, on behalf of themselves and members of the Meal Period Class, seek
4 damages and all other relief allowable including a premium meal break wage for each workday the
5 employees were not provided with all legally required and legally compliant meal periods, pursuant
6 to Labor Code §226.7 and the Wage Order.

7 **FOURTH CAUSE OF ACTION**

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

10 **(By Plaintiffs and the Rest Period Class As Against All Defendants and Doe Defendants)**

11 92. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
12 by reference.

13 93. At all times relevant to this Complaint, Plaintiffs and the members of the Rest Period
14 Class were employees of Defendants, covered by Labor Code §226.7 and the Wage Order.

15 94. California law states that “[e]very employer shall authorize and permit all employees
16 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
17 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
18 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
19 an employee a rest period in accordance with the applicable provisions of this order, the employer
20 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
21 workday that the rest period is not provided.” (Wage Order 7, §12; see Lab. Code §226.7). Under
22 California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six
23 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
24 more than 10 hours up to 14 hours, and so on.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004,
25 1029; Lab. Code §226.7; Wage Order 7, §12). Rest periods must be in the middle of each work period.
26 (Wage Order 7, §12). If an employer fails to provide an employee a timely and legally compliant rest
27 period, the employer must pay the employee one hour of pay at the employee’s regular rate of
28 compensation for each work day that a legally required meal period was not provided or was not duty

1 free. (*Id.*)

2 95. Defendants failed to provide Plaintiffs and the Class Members all legally required rest
3 periods and failed to pay premium wages to Plaintiffs and Rest Period Class Members to compensate
4 them for each workday they did not receive all legally required rest periods. Because Defendants
5 failed to afford employees rest periods in compliance with the law, Defendants are liable to Plaintiffs
6 and the Rest Period Class for one hour of additional pay at the regular rate of compensation for each
7 workday that Defendants did not provide all rest periods in compliance with the law.

8 96. Pursuant to Labor Code §226.7 and the Wage Order, Plaintiffs, on behalf of
9 themselves and on behalf of the Rest Period Class, seeks damages and all other relief allowable
10 including rest period premium wages for each workday the employee was not provided with all legally
11 compliant rest periods, plus prejudgment interest.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO PAY ALL ACCRUED AND VESTED VACATION/PTO WAGES IN**
14 **VIOLATION OF LABOR CODE SECTION 227.3**

15 **(By Plaintiffs and the Vacation Pay Class As Against All Defendants and Doe Defendants)**

16 97. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
17 by reference.

18 98. At times relevant to this Complaint, Plaintiffs and the members of the Vacation Pay
19 Class were non-exempt employees of Defendants, covered by Labor Code §227.3.

20 99. Labor Code §227.3 states in relevant part

21 Unless otherwise provided by a collective-bargaining agreement, whenever a
22 contract of employment or employer policy provides for paid vacations, and
23 an employee is terminated without having taken off his vested vacation time,
24 all vested vacation shall be paid to him as wages at his final rate in accordance
with such contract of employment or employer policy respecting eligibility or
time served....

25 100. Defendants employ policies which provide for vacation/PTO to Plaintiffs and
26 Vacation Pay Class.

27 101. Wages vest during the pay period in which they are earned. Plaintiffs and members
28

1 of the Vacation Pay Class earned vacation/PTO wages while employed by Defendants. Defendants
2 terminated Vacation Pay Class Members and failed to pay all earned and vested vacation/PTO wages
3 upon termination.

4 102. Defendants employed policies and procedures which ensured Plaintiffs and members
5 of the Vacation Pay Class would not receive their accrued and vested vacation/PTO wages upon
6 termination.

7 103. Pursuant to Labor Code §227.3, Plaintiffs and members of the Vacation Pay Class seek
8 their earned and vested vacation/PTO wages, plus interest thereon, for the four years preceding the
9 filing of this Complaint.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE SICK PAY IN VIOLATION OF LABOR CODE SECTION 246**

12 **(By Plaintiffs and the Sick Pay Class As Against All Defendants and Doe Defendants)**

13 104. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
14 by reference.

15 105. Sick pay must be compensated at the employee's regular rate of pay, for the workweek
16 in which the paid leave was taken, or at a rate determined by averaging over 90 days. Labor Code
17 §246(1).

18 106. By failing to pay Plaintiffs and the Sick Pay Class for sick pay at the correct rate,
19 Defendants willfully violated Labor Code §246.

20 107. In addition, Plaintiffs and the Sick Pay Class earned wages other than their regular
21 pay, including but not limited to, additional bonus compensation, commissions, and/or incentives,
22 that should have been included in their sick pay wages, but were not included. As a result, Plaintiffs
23 and the Sick Pay Class are entitled to proper sick pay compensation.

24 108. Defendants' unlawful acts deprived Plaintiffs and the Sick Pay Class of sick pay in
25 amounts to be determined at trial, and they are entitled to recover these amounts, with interest,
26 attorneys' fees, and costs.

1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES**
3 **AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

4 **(By Plaintiffs and the Indemnification Class Against All Defendants and Doe Defendants)**

5 109. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
6 by reference.

7 110. Plaintiffs and members of the Indemnification Class have been employed by
8 Defendants in the State of California. Labor Code §2802(a) states that “[a]n employer shall indemnify
9 his or her employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
11 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
12 the employer onto the employee. (Labor Code §2802).

13 111. Defendants violated Labor Code §2802 by employing policies, practices, and/or
14 procedures of impermissibly passing business-related expenses to Plaintiffs and Indemnification
15 Class Members. The costs incurred by Plaintiffs and Indemnification Class Members for their
16 mandatory compliance with Defendants’ policies, practices, and/or procedures were significant as a
17 result of their employment with Defendants.

18 112. Moreover, Defendants employed policies and procedures which ensured that Plaintiffs
19 and Indemnification Class Members would not receive indemnification for all necessary expenditures
20 or losses incurred by them in direct consequence of discharging their duties. Defendants’
21 aforementioned policies, practices, and/or procedures resulted in Plaintiffs and Indemnification Class
22 Members not receiving indemnification for employment-related expenditures in compliance with
23 California law.

24 113. Because Defendants failed to indemnify employees for the necessary expenditures
25 incurred in the discharge of their duties, they are liable to Plaintiffs and Indemnification Class
26 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
27 §2802.

28 114. As a direct and proximate result of Defendants’ violation of Labor Code §2802,

1 Plaintiffs and Indemnification Class Members have suffered irreparable harm and monetary damages
2 entitling them to both injunctive relief and restitution. Plaintiffs, on behalf of themselves and on behalf
3 of the Indemnification Class, seeks damages and all other relief allowable including indemnification
4 for all employment-related expenses as well as ordinary business expenses incurred by Defendants
5 and passed on to Plaintiffs and Indemnification Class Members, pursuant to Labor Code §2802.

6 115. Pursuant to Labor Code §2802, Plaintiffs and Indemnification Class Members are
7 entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

8 **EIGHTH CAUSE OF ACTION**

9 **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN**
10 **VIOLATION OF LABOR CODE SECTION 204**

11 **(By Plaintiffs and the Pay Day Class As Against All Defendants and Doe Defendants)**

12 116. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
13 by reference.

14 117. Plaintiffs and the Pay Day Class have been employed by Defendants in the State of
15 California. In California, wages must be paid at least twice during each calendar month on days
16 designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code
17 §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid
18 between the 16th and the 26th day of that month and wages earned between the 16th and the last day,
19 inclusive, of any calendar month must be paid between the 1st and 10th day of the following month.
20 *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within
21 seven (7) calendar days following the close of the payroll period in which wages were earned. Labor
22 Code §204(d).

23 118. As a derivative of Plaintiffs' claims above, Plaintiffs alleges that Defendants failed to
24 timely pay Plaintiffs' and the Pay Day Class' earned wages (including minimum wages, overtime
25 wages, meal period premium wages, rest period premium wages, and indemnification pay), in
26 violation of Labor Code §204.

27 119. Defendants' aforementioned policies, practices, and/or procedures resulted in their
28 failure to pay Plaintiffs and the Pay Day Class their earned wages within the applicable time frames

outlined in Labor Code §204.

120. Defendants' failure to timely pay Plaintiffs and the Pay Day Class their earned wages in accordance with Labor Code §204 was willful. Defendants had the ability to timely pay all wages earned by hourly workers in accordance with Labor Code §204, but intentionally adopted policies or practices incompatible with the requirements of Labor Code §204. When Defendants failed to timely pay Plaintiffs and the Pay Day Class all earned wages, they knew what they were doing and intended to do what they did.

121. As a result of Defendants' unlawful conduct, Plaintiffs and the Pay Day Class have suffered damages in an amount subject to proof, to the extent that they were not timely paid their earned wages pursuant to Labor Code §204.

122. Pursuant to Labor Code §210, Plaintiffs and the Pay Day Class are entitled to recover civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five (25%) percent of the amount unlawfully withheld.

NINTH CAUSE OF ACTION

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

(By Plaintiffs and the Waiting Time Class As Against All Defendants and Doe Defendants)

123. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein by reference.

124. At all times relevant to this Complaint, Plaintiffs and the other members of the Waiting Time Class were employees of Defendants, covered by Labor Code §§201 and 202.

125. Pursuant to Labor Code §§201 and 202, Plaintiffs and members of the Waiting Time Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all

1 wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if
2 they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid
3 prior to resignation at the time of resignation.

4 126. Defendants failed to pay Plaintiffs and members of the Waiting Time Class all wages
5 earned and unpaid prior to separation of employment, in accordance with either Labor Code §§201
6 or 202. Plaintiffs are informed and believes and thereon alleges that at all relevant times within the
7 limitations period applicable to this cause of action Defendants maintained a policy or practice of not
8 paying hourly employees all earned wages timely upon separation of employment.

9 127. Defendants' failure to pay Plaintiffs and members of the Waiting Time Class all wages
10 earned prior to separation of employment timely in accordance with Labor Code §§201 and 202 was
11 willful. Defendants had the ability to pay all wages earned by Waiting Time Class Members prior to
12 separation of employment in accordance with Labor Code §§201 and 202, but intentionally adopted
13 policies or practices incompatible with the requirements of Labor Code §§201 and 202. Defendants'
14 practices include failing to pay at least minimum wage for all time worked, failing to pay overtime
15 wages for overtime hours worked, failing to pay premium wages for workdays Defendants did not
16 provide employees all meal periods in compliance with California law, failing to pay premium wages
17 for workdays Defendants did not provide employees all rest periods in compliance with California
18 law, failure to pay all accrued and vested vacation/PTO wages upon termination, failure to provide
19 sick pay, and failure to indemnify all necessary expenditures or losses incurred by employees in direct
20 consequence of discharging their duties. When Defendants failed to pay its hourly non-exempt
21 workers all earned wages timely upon separation of employment, it knew what they were doing and
22 intended to do what it did.

23 128. Pursuant to either Labor Code §§201 or 202, Plaintiffs and members of the Waiting
24 Time Class are entitled to all wages earned prior to separation of employment that Defendants did not
25 pay them.

26 129. Pursuant to Labor Code §203, Plaintiffs and members of the Waiting Time Class are
27 entitled to continuation of their wages, from the day their earned and unpaid wages were due upon
28 separation until paid, up to a maximum of 30 days.

1 **TENTH CAUSE OF ACTION**

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

4 **(By Plaintiffs and the Wage Statement Class As Against All Defendants and Doe Defendants)**

5 130. Plaintiffs hereby incorporates by reference all paragraphs above, as if fully set herein
6 by reference.

7 131. At all relevant times, Plaintiffs and the members of the Wage Statement Class were
8 non-exempt employees of Defendants and covered by Labor Code §226.

9 132. Pursuant to Labor Code §226 (a), Plaintiffs and members of the Wage Statement Class
10 were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage
11 statement accurately stating the following:

12 (1) gross wages earned, (2) total hours worked by the employee, except for any employee
13 whose compensation is solely based on a salary and who is exempt from payment of
14 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial
15 Welfare Commission, (3) the number of piece-rate units earned and any applicable piece
16 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
17 deductions made on written orders of the employee may be aggregated and shown as one
18 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
19 paid, (7) the name of the employee and his or her social security number, except that by
20 January 1, 2008, only the last four digits of his or her social security number or an employee
21 identification number other than a social security number may be shown on the itemized
22 statement, (8) the name and address of the legal entity that is the employer, and (9) all
23 applicable hourly rates in effect during the pay period and the corresponding number of
24 hours worked at each hourly rate by the employee.

25 133. Defendants' illegal practices (described in more detail above and below, including but
26 not limited to, Defendants' failure to pay all minimum wage and overtime for all hours worked, failure
27 to pay meal and rest period premiums, failure to pay for all accrued and vested vacation/PTO, failure
28 to pay sick pay wages, and failure to pay reimbursement pay) resulted in Defendants not providing
Plaintiffs and other California non-exempt employees with accurate and complete itemized wage
statements in violation of Labor Code §226. The wage statements Defendants provided to employees
were inadequate for reasons including but not limited to Defendants inaccurately or failing to state
the following: the number of hours worked, the gross wages earned, the net wages earned, and hourly
rates in place during the pay period with corresponding hours worked.

1 134. Defendants' failure to provide Plaintiffs and members of the Wage Statement Class
2 with accurate and complete wage statements was knowing and intentional. Defendants had the ability
3 to provide Plaintiffs and members of the Class with accurate and complete wage statements but
4 intentionally provided wage statements that Defendants knew were not accurate. Defendants
5 knowingly and intentionally put in place practices which deprived employees of wages and resulted
6 in Defendants' knowing and intentional providing of inaccurate wage statements.

7 135. As a result of Defendants unlawful conduct, Plaintiffs and members of the Wage
8 Statement Class have suffered injury in that the wage statements inaccurately stated and/or failed to
9 state the aforementioned items of information and Plaintiffs and the members of the class could not
10 promptly and easily determine from the wage statement alone an accurate statement of: the gross
11 wages earned, and the net wages earned.

12 136. Pursuant to Labor Code §226(e), Plaintiffs and members of the Wage Statement Class
13 are entitled to recover actual damages or fifty dollars for the initial pay period in which a violation of
14 Labor Code §226 occurred and one-hundred dollars for each violation of Labor Code §226 in a
15 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

16 137. Pursuant to Labor Code §226(g), Plaintiffs and members of the Wage Statement Class
17 are entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
18 §226(a). Injunctive relief is warranted because Defendants continue to provide currently employed
19 members of the Class with inaccurate wage statements in violation of Labor Code §226(a) and
20 currently employed members of the Class have no adequate legal remedy for the continuing injuries
21 that will be suffered as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only
22 remedy available for ensuring Defendants comply with Labor Code §226(a).

23 138. Pursuant to Labor Code §226(e) and 226(g), Plaintiffs and members of the Class are
24 entitled to recover the full amount of penalties due under Labor Code §226(e), reasonable attorney
25 fees, and costs of suit.

1 **ELEVENTH CAUSE OF ACTION**

2 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF**
3 **BUSINESS AND PROFESSIONS CODE SECTION 17200, *et seq.***

4 **(By Plaintiffs and the California Class As Against All Defendants and Doe Defendants)**

5 139. Plaintiffs hereby incorporates by reference all paragraphs above, as if fully set herein
6 by reference.

7 140. The unlawful conduct of Defendants alleged herein constitutes unfair competition
8 within the meaning of California Business and Professions Code §17200. This unfair conduct includes
9 Defendants' use of policies and procedures which resulted in the following: failing to pay employees
10 at least the minimum wage rate for all hours which they worked; failure to pay overtime wages for
11 overtime hours worked; failure to provide all required meal periods or pay meal period premium
12 wages; failure to authorize or permit, or provide, all required rest periods or pay rest period premium
13 wages; failure to pay accrued and vested vacation/PTO wages; failure to provide proper sick pay;
14 failure to indemnify all necessary expenditures or losses incurred by employees in direct consequence
15 of discharging their duties; statutory penalties for failure to timely pay earned wages during
16 employment; statutory waiting time penalties in the form of continuation wages for failure to timely
17 pay employees all wages due upon separation of employment; statutory penalties for failure to provide
18 accurate wage statements. Due to their unfair and unlawful business practices in violation of the
19 Labor Code, Defendants have gained a competitive advantage over other comparable companies
20 doing business in the State of California that comply with their obligations to pay employees for all
21 hours worked, to provide meal periods or pay meal period premium wages, to authorize or permit rest
22 periods or pay rest period premium wages, to provide vacation/PTO pay, to provide sick pay, to
23 indemnify employees for employment related losses and expenditures during the course of their
24 employment, to timely pay wages during employment, to timely pay all wages due upon separation
25 of employment, and to provide proper wage statements during the course of employment.

26 141. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and members
27 of the Minimum Wage Class, Overtime Class, Meal Period Class, Rest Period Class, Vacation Pay
28 Class, Sick Pay Class, Indemnification Class, Pay Day Class, Waiting Time Class, and Wage

1 Statement Class, have suffered injury in fact and lost money or property, as described in more detail
2 above.

3 142. Pursuant to California Business and Professions Code §17203, Plaintiffs and members
4 of the Minimum Wage Class, Overtime Class, Meal Period Class, Rest Period Class, Vacation Pay
5 Class, Sick Pay Class, Indemnification Class, Pay Day Class, Waiting Time Class, and Wage
6 Statement Class are entitled to restitution of all wages and other monies rightfully belonging to them
7 that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
8 practices. Plaintiffs also seek an injunction against Defendants on behalf of the California Class
9 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each of
10 the unlawful practices, policies and patterns set forth herein.

11 **TWELVTH CAUSE OF ACTION**

12 **CIVIL PENALTIES AND WAGES PURSUANT TO THE**
13 **PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**
14 **(By Plaintiffs As Against All Defendants and Doe Defendants)**

15 143. Plaintiffs hereby incorporate by reference all paragraphs above, as if fully set herein
16 by reference.

17 144. During the period beginning one-year period preceding the sending of the initial notice
18 to the LWDA to the present, Defendants violated Labor Code §§ 201, 202, 203, 204, 226(a), 226.7,
19 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 as alleged in more detail below.

20 145. **Failure to Pay Wages for All Hours Worked at the Legal Minimum Wage:**
21 Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
22 employees. Labor Code §§1194 and 1197 require an employer to compensate employees for all
23 “hours worked” at least at a minimum wage rate of pay as established by the Industrial Welfare
24 Commission (“IWC”) and the Wage Orders. This includes the time an employee spends, either
25 directly or indirectly, performing services which inure to the benefit of the employer. Plaintiffs and
26 aggrieved employees worked more minutes per shift than Defendants credited them with having
27 worked.

28 146. Specifically, in this case Defendants maintained a policy, practice, and/or procedure

1 whereby Plaintiffs and other current and former aggrieved California-based non-exempt hourly
2 employees (“Aggrieved Employees”) worked more minutes per shift than Defendants credited them
3 with having worked. Defendants “rounded down” or “shaved down” Plaintiffs’ and Aggrieved
4 Employees total daily hours worked at the time of their clock-in and clock-out to the nearest quarter
5 of an hour, to the benefit of Defendants. This resulted in Plaintiffs and aggrieved employees working
6 time for which they were not compensated any wages, in violation of Labor Code §§1194, 1197, and
7 the Wage Orders.

8 **147. Failure to Pay Overtime Wages For Overtime Hours Worked:** Defendants
9 employed many of their employees, including Plaintiffs, as non-exempt, hourly employees. In
10 California, an employer is required to pay hourly employees for all “hours worked,” which includes
11 all time that an employee is under control of the employer and all time the employee is suffered and
12 permitted to work. This includes the time an employee spends, either directly or indirectly, performing
13 services that inure to the benefit of the employer. Labor Code §§510 and 1194 require an employer
14 to compensate employees a higher rate of pay for hours worked in excess of 8 hours in a workday, 40
15 hours in a workweek, and on any seventh consecutive day of work in a workweek. Any work in excess
16 of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first
17 eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate
18 of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of
19 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
20 an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall
21 be compensated at the rate of no less than twice the regular rate of pay of an employee. (Lab. Code
22 §510.)

23 148. In this case, Defendants maintained a policy, practice, and/or procedure whereby
24 Defendant “rounded down” or “shaved down” Plaintiffs’ and Aggrieved Employees total daily hours
25 worked at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of
26 Defendants. This resulted in Plaintiffs and aggrieved employees working time for which they were
27 not compensated any wages, in violation of Labor Code §510, and the Wage Orders.

28 **149. Failure to Pay Hourly Non-Exempt Employees Wages to Compensate Them for**

1 **Workdays Defendants Failed to Provide Required Meal Periods:** California law requires an
2 employer to authorize or permit an employee an uninterrupted meal period of no less than 30-minutes
3 in which the employee is relieved of all duties and the employer relinquishes control over the
4 employee's activities prior to the employee's sixth hour of work. Cal. Lab. Code §§226.7, 512; Wage
5 Order 9-2001, 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer
6 may not employ an employee for a work period of more than 10 hours per day without providing the
7 employee with a second such meal period of not less than 30 minutes prior to the start of the eleventh
8 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
9 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
10 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
11 of all duty; and (2) the parties have a written agreement agreeing to on duty meal periods. If an
12 employer fails to provide an employee a meal period in accordance with the law, the employer must
13 pay the employee one hour of pay at the employee's regular rate of pay for each workday that a legally
14 required meal period was not timely provided or was not duty-free. *Id.*

15 150. During the four years prior to the filing of the complaint, Plaintiffs and Aggrieved
16 Employees regularly worked shifts of more than 5 hours in length. Nevertheless, Plaintiffs and
17 Aggrieved Employees were not given an uninterrupted 30-minute meal break for every five hours of
18 work because Defendants' systematic company policy pressured and/or required employees to work
19 without receiving meal periods, or the meal breaks were interrupted, untimely, taken while working,
20 and/or were shorter than 30 minutes. Nevertheless, Defendants automatically deducted 30 minutes
21 from Plaintiffs' and Plaintiffs and Aggrieved Employees' daily hours worked and attributed that time
22 to a first meal period. At times, Plaintiffs and California non-exempt employees would work in excess
23 of 10 hours which would entitled them to a second meal period before the 10th hour of work.
24 Defendants did not provide Plaintiffs and California non-exempt employees with a second meal
25 period when they worked in excess of 10 hours.

26 151. Further, Defendants did not have a procedure in place to pay Plaintiffs and Aggrieved
27 Employees a premium wage for their missed meal periods when they did not receive a second meal
28 period. Accordingly, Defendants did not pay Plaintiffs and Aggrieved Employees a premium wage

1 when they did not receive a second meal period. Defendants also failed to pay Plaintiffs and
2 Aggrieved Employees one hour of pay at their regular rate of pay for each workday Plaintiffs and
3 Aggrieved Employees did not receive all legally compliant meal periods. Defendants lacked a policy
4 and procedure for compensating Plaintiffs and Aggrieved Employees with premium wages when they
5 did not receive all legally required meal periods in a legally compliant manner. These practices and
6 procedures resulted in Plaintiffs and Aggrieved Employees not receiving wages to compensate them
7 for workdays which Defendants did not provide them with legally compliant meal periods in
8 compliance with California law.

9 **152. Failure to Pay Hourly Employees Wages to Compensate Them for Workdays**
10 **Defendants Failed to Provide Required Rest Periods:** Defendants often employed hourly
11 employees, including the named Plaintiffs and Aggrieved Employees, for shifts at least three and one-
12 half (3.5) hours in length. California law states that “[e]very employer shall authorize and permit all
13 employees to take rest periods, which insofar as practicable shall be in the middle of each work period.
14 The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
15 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
16 an employee a rest period in accordance with the applicable provisions of this order, the employer
17 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
18 workday that the rest period is not provided.” (Wage Orders, subd. 12; see Lab. Code §226.7.) Under
19 California law, “[e]mployees are entitled to 10 minutes' rest for shifts from three and one-half to six
20 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
21 more than 10 hours up to 14 hours, and so on.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004,
22 1029; Lab. Code §226.7; Wage Orders, subd. 12.) Rest periods must be in the middle of each work
23 period. (Wage Orders, subd. 12.) If an employer fails to provide an employee a timely and legally
24 compliant rest period, the employer must pay the employee one hour of pay at the employee’s regular
25 rate of compensation for each work day that a legally required meal period was not provided or was
26 not duty free. (*Id.*)

27 **153.** Despite that California law requires employers to provide employees with one 10-
28 minute rest break when an employee’s work shift is in excess of 3.5 hours, a second 10 minute rest

1 break when a shift is in excess of 6 hours, a third 10-minute rest break when a shift is in excess of 10
2 hours, Defendants regularly failed to do so. As a result, Plaintiffs and Aggrieved Employees did not
3 receive legally compliant rest periods as they were untimely, on-duty, or were not taken at all.
4 Defendants also failed to pay employees one hour of pay at their regular rate of pay for each workday
5 Plaintiffs and Aggrieved Employees did not receive all timely and legally compliant rest periods. This
6 practice resulted in Plaintiffs and Aggrieved Employees not receiving wages to compensate them for
7 workdays which Defendants did not provide them with rest periods in compliance with California
8 law.

9 **154. Failure to Indemnify Employees for Employment-Related Losses and Expenses**
10 **in Violation of Labor Code Section 2802:** Plaintiff Garcia maintains that Defendants failed to
11 indemnify him and Aggrieved Employees employees for all necessary expenditures or losses incurred
12 by them in the discharge of their duties. Labor Code §2802(a) requires, “An employer shall indemnify
13 his or her employee for all necessary expenditures or losses incurred by the employee in direct
14 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
15 employer....”

16 **155.** Plaintiff Garcia maintains Defendants employed a policy, practice, and/or procedure
17 whereby Defendant required Plaintiffs and Aggrieved Employees to use their personal cell phones
18 for employment-related purposes, including but not limited to, using their mobile phone to
19 communicate with supervisors and managers, and the purchase of uniforms, but failed to reimburse
20 Plaintiff Garcia and Aggrieved Employees for both their cellular and data usage, and uniform
21 expenses, required by their employment with Defendants.

22 **156. Failure to Provide Proper Paid Sick Leave:** Throughout the relevant time period,
23 Defendants failed to provide proper paid sick leave to Plaintiffs and Aggrieved Employees, in
24 violation of Labor Code §§245-248.5. Defendants either failed to provide paid sick leave, or
25 improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiffs and
26 Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours
27 worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or
28 shift start and end times/other off-the-clock work including but not limited to work completed during

1 unpaid meal periods) into the sick leave pay rate calculation.

2 157. Based on information and belief, Defendants further failed to provide notice of the
3 correct sick leave amount balance available to Plaintiffs and Aggrieved Employees on their wage
4 statements or other written statements. Based on information and belief, Defendants failed to put
5 Plaintiffs and Aggrieved Employees on notice of their paid sick leave rights—or thereby putting their
6 entitlement to sick leave in a Labor Code §2810.5 notice. In addition, Defendants failed to maintain
7 accurate records of used sick leave and the balance of paid sick leave left to the Plaintiffs and
8 Aggrieved Employees throughout the relevant time period.

9 160. Based on information and belief, throughout the relevant period, Defendants failed to
10 provide notice of sick leave amount balance left for Plaintiffs and Aggrieved Employees, thus
11 affecting their intelligent exercise of their paid sick leave. But for this failure, Plaintiffs and Aggrieved
12 Employees would have used their paid sick leave at least prior to their respective separations, for as
13 on several occasions thereafter, he or she would have been entitled to use the banked sick leave and
14 earn appropriate compensation.

15 161. This illegal retention of paid sick leave is unlawful, and Plaintiffs seek all forms of
16 injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of
17 Plaintiffs and Aggrieved Employees.

18 162. In violation of Labor Code §247.5, Defendants failed to maintain records documenting
19 the hours worked and paid sick days accrued and used by Plaintiffs and Aggrieved Employees,
20 permitting the presumption that Plaintiffs and Aggrieved Employees were entitled to the maximum
21 number of hours accruable under this article.

22 163. Upon information and belief, Defendants further failed and continue to fail to comply
23 with Labor Code §246, by failing to provide Plaintiffs and Aggrieved Employees with a Labor Code
24 §226 wage statement, or separate writing containing the amount of paid sick leave available, or paid
25 time off leave an employer provides in lieu of sick leave, at the time it pays wages. Defendants
26 unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as
27 a result of Defendants failure to properly institute a paid sick leave program. On information and
28 belief, Plaintiffs alleges that all of these practices were experienced and continue to be experienced

1 by Aggrieved Employees.

2 164. Plaintiffs requests all appropriate relief under the PAGA and these statutes, including
3 but not limited to the restitution of earned paid sick leave that could have been used, but was not due
4 to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as
5 required by California law.

6 165. Accordingly, Plaintiffs and Aggrieved Employees are entitled to injunctive relief,
7 attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Claimant requests all
8 relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§233
9 and 234, which incorporates the paid sick leave requirements.

10 166. **Failure to Pay Vacation/Paid-Time-Off at Time of Separation:** At times relevant
11 to this Complaint, Plaintiffs and Aggrieved Employees were non-exempt employees of Defendants,
12 covered by Labor Code §227.3. Labor Code §227.3 states in relevant part "Unless otherwise provided
13 by a collective-bargaining agreement, whenever a contract of employment or employer policy
14 provides for paid vacations, and an employee is terminated without having taken off his vested
15 vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with
16 such contract of employment or employer policy respecting eligibility or time served...."

17 167. Defendants employ policies which provide for vacation/PTO to Plaintiffs and
18 Aggrieved Employees. Wages vest during the pay period in which they are earned. Plaintiffs and
19 Aggrieved Employees earned vacation/PTO wages while employed by Defendants. Defendants
20 terminated Plaintiffs and Aggrieved Employees and failed to pay all earned and vested vacation/PTO
21 wages upon termination. Defendants employed policies and procedures which ensured Plaintiffs and
22 Aggrieved Employees would not receive their accrued and vested vacation/PTO wages upon
23 termination.

24 168. Pursuant to Labor Code §227.3, Plaintiffs and Aggrieved Employees seek their earned
25 and vested vacation/PTO wages, plus interest thereon, for the four years preceding the filing of this
26 Complaint.

27 169. **Failure to Timely Pay Earned Wages During Employment:** In California, wages
28 must be paid at least twice during each calendar month on days designated in advance by the employer

1 as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st
2 and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of
3 that month and wages earned between the 16th and the last day, inclusive, of any calendar month
4 must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as
5 those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days
6 following the close of the payroll period in which wages were earned. Labor Code §204(d). Plaintiffs
7 maintains that Defendants failed to timely pay Plaintiffs and Aggrieved Employees in violation of
8 Labor Code §204.

9 **170. Failure to Pay California Employees All Wages Due at Time of**
10 **Termination/Resignation:** An employer is required to pay all unpaid wages timely after an
11 employee's employment ends. The wages are due immediately upon termination (Labor Code §201)
12 or within 72 hours of resignation (Labor Code §202). Because Defendants failed to pay Plaintiffs and
13 Aggrieved Employees all their earned wages (including minimum wages, overtime wages, unpaid
14 meal and rest period premium wages, and reimbursement expenses), Defendants failed to pay
15 Plaintiffs and Aggrieved Employees timely after each employee's termination and/or resignation.

16 **171. Pay Stub Violations:** Labor Code §226(a) provides (inter alia) that, upon paying an
17 employee his or her wages, the employer must "furnish each of his or her employees ... an itemized
18 statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, except
19 for any employee whose compensation is solely based on a salary and who is exempt from payment
20 of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
21 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
22 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
23 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
24 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
25 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
27 at each hourly rate by the employee."

28 **172.** Defendants failed to provide accurate and complete wage statements to Plaintiffs and

1 Aggrieved Employees. Defendants provided to employees wage statements which were inadequate
2 as a result of the aforementioned conduct (i.e., failure to pay all minimum wage and overtime for all
3 hours worked and failure to pay meal and rest period premiums), the wage statements inaccurately
4 stated: the gross wages earned, total hours worked by the employee, the net wages earned, and
5 applicable hourly rates in effect in a pay period with corresponding number of hours worked.
6 Defendants applied these policies and procedures to Plaintiffs and Aggrieved Employees which
7 resulted in Defendants failing to provide complete and accurate wage statements to non-exempt
8 employees in compliance with Labor Code §226, subdivision (a).

9 173. Labor Code §2699, subdivisions (a) and (g) authorize an aggrieved employee, on
10 behalf of themselves and other current or former employees, to bring a civil action to recover civil
11 penalties against all Defendants pursuant to the procedures specified in Labor Code §2699.3.

12 174. Plaintiff Garcia has complied with the procedures for bringing suit specified in Labor
13 Code §2699.3. Plaintiffs filed notice with the LWDA on December 29, 2023, and provided notice to
14 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
15 alleged to have been violated, including the facts and theories to support the alleged violations.

16 175. Plaintiff Espinal has complied with the procedures for bringing suit specified in Labor
17 Code §2699.3. Plaintiffs filed notice with the LWDA on January 17, 2024, and provided notice to
18 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
19 alleged to have been violated, including the facts and theories to support the alleged violations.

20 176. Pursuant to Labor Code §2699.3, the LWDA must give written notice by certified mail
21 to the parties that it intends to investigate the alleged violations of the Labor Code within 65 days of
22 the date of the complainant's written notice and/or Defendants may attempt to cure for certain
23 violations. The LWDA failed to provide the parties notice within 65 days of the date of Plaintiffs'
24 letter that the LWDA intends to investigate Plaintiffs' claims and/or Defendants failed to cure any of
25 the alleged violations which could have been cured.

26 177. Pursuant to Labor Code §2699(a) and (f), Plaintiffs seek, within the one year prior to
27 the mailing of the LWDA letter, civil penalties for Defendants' violations of Labor Code §§ 201, 202,
28 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, in the following

amounts:

a. For violations of Labor Code §§201, 202, 203, 226.7, 1197, and 1198; one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation [penalty amounts established by Labor Code §2699(f)(2)].

b. For violations of Labor Code §226, subd. (a), two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1,000) for each underpaid employee for each pay period [penalty amounts established by Labor Code §226.3].

c. For violations of Labor Code §226, subd. (a), seven hundred fifty dollars (\$750) for each employee [penalty amounts established by Labor Code §226, subd. (f)]

d. For violations of Labor Code §§510, 512, and 1194, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code §558]

178. Pursuant to Labor Code §2699(g), Plaintiffs are entitled to an award of reasonable attorney's fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS ON THEIR OWN BEHALF AND ON BEHALF OF THOSE SIMILARLY-SITUATED, PRAYS AS FOLLOWS:

ON ALL CAUSES OF ACTION:

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

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

3. A declaratory judgment that the practices complained herein are unlawful; and,

4. An injunction against Defendants enjoining them, and any and all persons acting in

1 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
2 herein.

3 **ON THE FIRST CAUSE OF ACTION**

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

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

8 3. For any and all legally applicable penalties;

9 4. For liquidated damages pursuant to Labor Code §1194.2;

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

12 6. For attorneys' fees and costs of suit, including but not limited to that recoverable under
13 Labor Code §1194;

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

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

18 **ON THE FIRST CAUSE OF ACTION**

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

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

22 3. For any and all legally applicable penalties;

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

25 5. For attorneys' fees and costs of suit, including but not limited to that recoverable under
26 Labor Code §1194; and

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

1 **ON THE THIRD CAUSE OF ACTION**

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

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

5 3. For any and all legally applicable penalties;

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

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

10 **ON THE FOURTH CAUSE OF ACTION**

11 1. That Defendants be found to have violated the rest period provisions of the Labor Code
12 and the Wage Order as to Plaintiffs and the Rest Period Class;

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

14 3. For any and all legally applicable penalties;

15 4. For pre-judgment interest, including but not limited to that recoverable under Labor
16 Code §218.6, and post-judgment interest; and

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

19 **ON THE FIFTH CAUSE OF ACTION**

20 1. That Defendants be found to have violated the vested vacation/PTO wages provisions
21 of the Labor Code as to Plaintiffs and the Vacation Pay Class;

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

23 3. For any and all legally applicable penalties;

24 4. For pre-judgment interest, including but not limited to that recoverable under Labor
25 Code §218.6, and post-judgment interest; and

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

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ON THE SIXTH CAUSE OF ACTION

- 1. That Defendants be found to have violated the provisions of the Labor Code regarding correct payment of sick pay to Plaintiffs and the Sick Pay Class;
- 2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under the Labor Code and any other legally applicable damages or penalties; and
- 3. For such and other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SEVENTH CAUSE OF ACTION

- 1. That the Defendants be found to have violated the indemnification provisions of the Labor Code as to the Plaintiffs and the Indemnification Class;
- 2. For damages, according to proof, including unpaid use and/or costs of necessary tools and/or resources;
- 3. For any and all legally applicable penalties;
- 4. For pre-judgment interest, including but not limited to that recoverable under Labor Code §2802, and post-judgment interest;
- 5. For attorneys’ fees and costs of suit, including but not limited to that recoverable under Labor Code §2802; and
- 6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE EIGHTH CAUSE OF ACTION

- 1. That Defendants be found to have violated Labor Code 204 as to Plaintiffs and the Pay Day Class;
- 2. For damages, according to proof;
- 3. For any and all legally applicable penalties, including but not limited to those recoverable pursuant to Labor Code §210(a);
- 4. For pre-judgment interest, including but not limited to that recoverable under Labor Code §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 NINTH CAUSE OF ACTION

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

2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code §203 and any other legally applicable damages or penalties;

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

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

ON THE TENTH CAUSE OF ACTION

1. That Defendants be found to have violated the provisions of the Labor Code regarding proper itemized paystubs as to the Wage Statement Class.

2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code §226(e) and any other legally applicable damages or penalties;

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

4. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code §226(e); and,

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

ON THE ELEVENTH CAUSE OF ACTION

1. That Defendants be found to have violated California Business and Professions Code §17200, *et seq.*, for the conduct alleged herein as to all Classes;

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

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

- 1 4. For restitution to the full extent permitted by law; and,
2 5. For such and other further relief, in law and/or equity, as the Court deems just or
3 appropriate.

4 **ON THE TWELFTH CAUSE OF ACTION**

5 1. That the Defendants be found to have violated the provisions of the Labor Code and
6 the IWC Wages Orders as to the Plaintiffs and current and former employees;

7 2. For any and all legally applicable penalties during the relevant statute of limitations
8 subject to any permissible tolling, including but not limited to that recoverable under Labor Code,
9 including but not limited to §§2699(f), 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
10 1197, 1197.1, 1198, 2800, 2802;

11 3. For attorneys' fees and costs of suit, including but not limited to that recoverable under
12 Labor Code §2699(g); and,

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

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16 Dated: March 6, 2026

Respectfully submitted,
E&L, LLP

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By: _____

David Lavi, Esq.
Arie Ebrahimian, Esq.
Attorneys for PLAINTIFFS MARTHA ESPINAL and
JOSE CRUZ GARCIA, on behalf of themselves and
others similarly situated and aggrieved employees

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By: /s/ Harout Messrelian
Harout Messrelian, Esq.
Attorneys for PLAINTIFFS MARTHA ESPINAL and
JOSE CRUZ GARCIA, on behalf of themselves and
others similarly situated and aggrieved employees

1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFFS MARTHA ESPINAL and JOSE CRUZ GARCIA demands a trial by jury for
3 themselves and the California Class on all claims so triable.

4
5 Dated: March 6, 2026

Respectfully submitted,
E&L, LLP

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9 By: _____

10 David Lavi, Esq.
11 Arie Ebrahimian, Esq.
12 Attorneys for PLAINTIFFS MARTHA ESPINAL and
JOSE CRUZ GARCIA, on behalf of themselves and
others similarly situated and aggrieved employees

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14
15 Dated: March 6, 2026

Respectfully submitted,
MESSRELIAN LAW INC.

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17
18 By: /s/ Harout Messrelian

19 Harout Messrelian, Esq.
20 Attorneys for PLAINTIFFS MARTHA ESPINAL and
JOSE CRUZ GARCIA, on behalf of themselves and
others similarly situated and aggrieved employees