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on behalf of herself and others similarly situated

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

KELSIE KAY CORAY, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

J. S. WEST MILLING COMPANY dba J.S.
WEST MILLING CO, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV-24-000348

CLASS ACTION

Assigned for All Purposes To:

Hon. Sonny S. Sandhu

Dept.: 24

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7
5. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174, and 1174.5;
8. Penalties Pursuant to Labor Code § 203;
9. Failure to Pay Proper Vacation Wages Under Labor Code § 227.3;
10. Failure to Pay Proper Sick Pay Under Labor Code §§ 245 *et seq* and 246;
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1. Plaintiff KELSIE KAY CORAY, (hereinafter “Plaintiff”) on behalf of herself and all others similarly situated (collectively, “Employees”) complains of J. S. WEST MILLING COMPANY dba J.S. WEST MILLING CO, Defendants, and each of them, as follows:

INTRODUCTION

2. Plaintiff brings this action on behalf of herself and all current and former Employees within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees by J. S. WEST MILLING COMPANY dba J.S. WEST MILLING CO; and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

3. Plaintiff is a resident of California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California. Plaintiff and Employees worked for Defendants in Stanislaus County, and in other nonexempt positions, throughout California, and consistently worked at Defendants' behest without being paid all wages due. More specifically, Plaintiff and Employees were employed by Defendants and worked at Defendants' offices and other facilities where the conduct giving rise to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar violations at the hands of Defendants as Employees who served in similar and related positions.

4. Defendants required Plaintiff and Employees to perform work while remaining under Defendants' control while off the clock and during their meal breaks. Defendants thus failed to pay Plaintiff and Employees for all hours worked, and provided them with inaccurate wage statements that prevented Plaintiff and Employees from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and Employees with lawful meal and rest periods, as

1 Plaintiff and Employees were not provided with the opportunity to take timely, uninterrupted, and
2 duty-free meal and rest periods as required by the Labor Code.

3 **THE PARTIES**

4 **A. The Plaintiff**

5 5. Plaintiff KELSIE KAY CORAY has resided in California and during the time
6 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
7 within the State of California.

8 **B. The Defendants**

9 6. Defendant J. S. WEST MILLING COMPANY dba J.S. WEST MILLING CO is a
10 California Corporation with its principal executive offices in Modesto, California, and has been
11 listed as the employer on wage statements issued to Plaintiff during the relevant time period. J. S.
12 WEST MILLING COMPANY, INC. employed Plaintiff and the Employees in Stanislaus County,
13 including at Defendants' offices and facilities in Modesto, California, and throughout California.
14 Defendants conduct business throughout California.

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

23 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
24 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
25 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
26 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
27 all respects as the employers or joint employers of Employees. Defendants, and each of them,
28 exercised control over the wages, hours or working conditions of Employees, or suffered or

1 permitted Employees to work, or engaged, thereby creating a common law employment
2 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
3 employed Employees.

4 **JURISDICTION AND VENUE**

5 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
7 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
8 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
9 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
10 obligations and liabilities giving rise to this lawsuit occurred at least in part in Stanislaus County
11 and Defendants maintain and operate company offices and facilities in Stanislaus County, and
12 employ Plaintiff and other Class Members in Stanislaus County and throughout California.

13 **FACTUAL BACKGROUND**

14 10. The Employees who comprise the Class and Collective Action, including Plaintiff,
15 are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
16 Employees who work in nonexempt positions at the direction of Defendants in the State of
17 California. Plaintiff and Employees were not paid by Defendants for all hours worked and were
18 not paid at the appropriate minimum, regular and overtime rates. Specifically, Defendants
19 provided Plaintiff and Employees with nondiscretionary commissions, incentive pay, and/or
20 nondiscretionary bonuses, including safety bonuses for not having reported a work injury, and
21 failed to incorporate nondiscretionary commissions, incentive pay, and/or nondiscretionary
22 bonuses into Employees' regular rate of pay for purposes of paying overtime, vacation hours,
23 paid sick hours, meal premiums, and rest premiums. Moreover, Plaintiff and Employees were not
24 paid for the time that they worked "pre-shift" and "post-shift" by being subject to Defendant's
25 control before clocking in and after clocking out; for example, Defendants required Employees to
26 enter and exit certain buildings and/or structures before they could clock in and after they had
27 clocked out for work. Moreover, Plaintiff and Employees were required or suffered by
28 Defendants to work while clocked out, including while clocked out for meal periods. Plaintiff

1 also contends that Defendants failed to pay Plaintiff and the Class members all wages due and
2 owing, failed to provide meal and rest breaks, and failed to reimburse employees for necessary
3 business expenses, all in violation of various provisions of the California Labor Code and
4 applicable Wage Orders.

5 11. During the course of Plaintiff's and Employees' employment with Defendants, they
6 were not paid all wages they were owed, including for all work performed and for all overtime
7 hours worked, and were forced to work during their meal and rest breaks to keep labor budgets
8 low.

9 12. As a matter of Defendants' uniform Company policy and practice, Plaintiff and
10 Employees were required to work during their meal and rest breaks which were not compensated
11 by Defendants in violation of the California Labor Code. Plaintiff and Employees were also not
12 paid regular wages and overtime for the time they were required to comply with other
13 requirements imposed upon them, which they had to complete while working through their meal
14 and rest breaks and without compensation. As a result, Plaintiff and the Class members worked
15 shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not
16 paid at the appropriate overtime rate for all such hours, including by being required to perform
17 work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and Employees
18 worked substantial overtime hours during their employment with Defendants for which they were
19 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

20 13. As a result of the above-described daily work demands and pressures to continue
21 working through breaks, and the other wage violations they endured at Defendants' hands,
22 Plaintiff and Employees were not properly paid for all wages earned and for all wages owed to
23 them by Defendants, including when working more than eight (8) hours in any given day and/or
24 more than forty (40) hours in any given week. As a result of Defendants' unlawful policies and
25 practices, Plaintiff and Employees incurred overtime hours worked for which they were not
26 adequately and completely compensated. Moreover, Defendants failed to calculate
27 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned by Plaintiff
28 and Employees into their regular rate of pay for purposes of payment of overtime, vacation wages,

1 sick pay, and meal and rest period premiums. To the extent applicable, Defendants also failed to
2 pay Plaintiff and Employees at an overtime rate of 1.5 times the regular rate for the first eight
3 hours of the seventh consecutive workday in a week and overtime payments at the rate of 2 times
4 the regular rate for hours worked over eight (8) on the seventh consecutive workday, as required
5 under the Labor Code, applicable IWC Wage Orders.

6 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiff
8 and Employees for all hours worked and failing to pay minimum wage for all time worked as
9 required by California Law.

10 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
11 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiff
12 and Employees overtime compensation at premium overtime rates for all hours worked in excess
13 of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked
14 in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
15 sections of IWC Wage Orders.

16 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have regularly required Plaintiff and Employees to work
18 shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not
19 less than thirty (30) minutes and shifts in excess of ten (10) hours without providing them with
20 second meal periods of not less than thirty minutes; nor did Defendants pay Employees “premium
21 pay,” i.e. one hour of wages at each Employee’s effective regular rate of pay, for each meal period
22 that Defendants failed to provide or deficiently provided.

23 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants have consistently failed to provide Plaintiff and Employees with paid rest
25 breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive
26 hours or major fraction thereof; nor did Defendant pay Employees premium pay for each day on
27 which requisite rest breaks were not provided or were deficiently provided at one hour of wages at
28 each Employee’s effective regular rate of pay, for each rest period that Defendants failed to

1 provide or deficiently provided.

2 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
3 present, Defendants have failed to reimburse Plaintiff and Employees for expenses necessarily
4 incurred in the performance of their job duties for Defendants including, but not limited to, cost of
5 mileage and cell phone and internet usage which were necessary to perform their duties under
6 Defendants' employ in violation of Labor Code § 2802.

7 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
8 continuing to the present, Defendants have consistently failed to provide Employees with timely,
9 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

10 20. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to keep accurate time and wage
12 records as required by California wage-and-hour laws.

13 21. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
14 to the present, Defendants have had a consistent policy of failing to pay all wages due and owed to
15 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
16 required by California wage-and-hour laws.

17 22. Defendants also had a common policy and practice of systemically failing to pay
18 Plaintiff and Employees the requisite and accrued vacation time pay in accordance with California
19 Law. Specifically, Plaintiff and Employees accrued vested vacation time and/or paid time off.
20 However, Defendants failed to pay all accrued vacation time and/or paid time off owed to Plaintiff
21 and Class Members upon their separation from employment at the regular rate of pay.

22 23. Defendants also violated California Labor Code § 246 by not providing all required
23 paid sick days to Plaintiff and Employees at the regular rate of pay under Labor Code § 246(l).
24 Labor Code § 246 provides that an employee who "works in California for the same employer for
25 30 or more days within a year from the commencement of employment is entitled to paid sick
26 days as specified in this section." Labor Code § 246(l)(1) provides that paid sick leave should be
27 calculated "in the same manner as the regular rate of pay for the workweek in which the employee
28 uses paid sick time, whether or not the employee actually works overtime in that workweek."

1 Defendants failed to provide Plaintiff and Employees with all their required and earned sick days
2 paid at the regular rate of pay, in violation of Labor Code § 246.

3 24. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
4 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 248.5, 510, 512, 558,
5 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2699 *et seq.*, and
6 2802.

7 25. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
8 and Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants
9 have enjoyed from their violations of Labor Code.

10 CLASS ALLEGATIONS

11 26. Plaintiff brings this class action on behalf of herself and all others similarly situated
12 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
13 all individuals employed by Defendants as non-exempt employees within the State of California at
14 any time within four (4) years of the filing of this lawsuit.

15 27. Further, Plaintiff seeks to represent the following Subclasses composed of and
16 defined as follows:

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

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

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

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

1 e. Subclass 5. Payroll Records Subclass. All Class members who were subject to
2 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
3 by California wage-and-hour laws.

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

6 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.
7 All Class members who were subject to Defendants failing to reimburse for expenses necessarily
8 incurred in the performance of Employees' job duties for Defendants which were necessary to
9 perform their duties under Defendants' employ.

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

14 i. Subclass 9. Vacation Pay Class: All Class members who earned paid vacation time
15 and/or paid time off without receiving compensation for all vested paid vacation time.

16 j. Subclass 10. Sick Pay Class: All Class members who earned and used paid sick
17 time without being compensation at the regular rate of pay for use of such paid sick time.

18 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a result
19 of Defendants' business acts and practices, to the extent such acts and practices are found to be
20 unlawful, deceptive, and/or unfair.

21 28. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
22 modify the class description with greater particularity or further division into subclasses or
23 limitation to particular issues.

24 29. This action has been brought and may properly be maintained as a class action
25 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
26 of interest in litigation and proposed class is easily ascertainable.

27 ///

28 ///

1 **A. Numerosity**

2 30. The potential members of the class as defined are so numerous that joinder of all
3 the members of the class is impracticable. While the precise number of class members has not
4 been determined at this time, Plaintiff is informed and believes that Defendants employ or, during
5 the time period relevant to this lawsuit, employed more than 100 non-exempt individuals within
6 the State of California.

7 31. Accounting for employee turnover during the relevant time period increases this
8 number substantially. Plaintiff alleges that Defendants' employment records will provide
9 information as to the number and location of all class members.

10 **B. Commonality**

11 32. There are questions of law and fact common to the class that predominate over any
12 questions affecting only individual class members. These common questions of law and fact
13 include:

- 14 a. Whether Defendants failed to pay Employees minimum wages;
- 15 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 16 c. Whether Defendants failed to pay Employees overtime as required under Labor
17 Code § 510;
- 18 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
19 IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay
20 in lieu thereof;
- 21 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
22 Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- 23 f. Whether Defendants violated Labor Code § 226(a);
- 24 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 25 h. Whether Defendants failed to reimburse Employees for necessary business
26 expenses;
- 27 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
28 wages and compensation due and owing at the time of termination or separation of employment;

1 j. Whether Defendants failed to pay proper vacation wages at separation of
2 employment pursuant to Labor Code § 227.3;

3 k. Whether Defendants violated Labor Code §§ 245 *et seq.* and 246 by not providing
4 employees with all required sick days paid at the regular rate of pay;

5 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;

6 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

7 n. Whether Employees are entitled to equitable relief pursuant to Business and
8 Professions Code § 17200 *et seq.*

9 **C. Typicality**

10 33. The claims of the named plaintiff are typical of those of the other Employees.
11 Employees all sustained injuries and damages arising out of and caused by Defendants' common
12 course of conducts in violation of statutes, as well as regulations that have the force and effect of
13 law, as alleged herein.

14 **D. Adequacy of Representation**

15 34. Plaintiff will fairly and adequately represent and protect the interest of Employees.
16 Counsel who represents Employees are experienced and competent in litigating employment class
17 actions.

18 **E. Superiority of Class Action**

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

24 36. Class action treatment will allow those persons similarly situated to litigate their
25 claims in the manner that is most efficient and economical for the parties and the judicial system.
26 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

27 ///

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FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

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

38. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees' time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working during meal breaks, and worked "pre-shift" and "post-shift" without compensation by being subject to Defendant's control before clocking in and after clocking out; for example, Defendants required Employees to enter and exit certain buildings and/or structures before they could clock in and after they had clocked out for work. Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked during alleged meal periods for which Employees were consistently denied, as also addressed herein. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

39. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

40. The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore entitled to double the minimum wage during the relevant period.

41. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to California Labor Code § 1194(a) which states:

1 Notwithstanding any agreement to work for a lesser wage, any employee
2 receiving less than the legal minimum wage or the legal overtime
3 compensation applicable to the employee is entitled to recover in a civil
4 action the unpaid balance of the full amount of this minimum wage or
overtime compensation, including interest thereon, reasonable attorney's
fees and costs of suit.

5
6 42. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
7 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

8 43. California Labor Code § 1194.2 also provides for the following remedies:

9 In any action under Section 1194 . . . to recover wages because of the
10 payment of a wage less than the minimum wages fixed by an order of the
commission, an employee shall be entitled to recover liquidated damages in
11 an amount equal to the wages unlawfully unpaid and interest thereon.

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

15 45. Wherefore, Employees are entitled to recover the unpaid minimum wages
16 (including double minimum wages), liquidated damages in an amount equal to the minimum
17 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
18 to California Labor Code § 1194(a).

19 **SECOND CAUSE OF ACTION**

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

21 **(Against All Defendants)**

22 46. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

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

1 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
2 paying Employees wages for all hours worked including time off the clock working “pre-shift”
3 and “post-shift” without compensation by being subject to Defendant’s control before clocking in
4 and after clocking out; for example, Defendants required Employees to enter and exit certain
5 buildings and/or structures before they could clock in and after they had clocked out for work.
6 Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked
7 during alleged meal periods for which Employees were consistently denied. Moreover,
8 Defendants systematically failed to calculate nondiscretionary commissions, incentive pay,
9 and/or nondiscretionary bonuses earned by and paid to Plaintiff and Employees into their regular
10 rate of pay for purposes of payment of overtime. Employees regularly worked over 8 hours on a
11 given day without receiving overtime compensation.

12 48. Defendants’ failure to pay compensation in a timely fashion also constituted a
13 violation of California Labor Code § 204, which requires that all wages shall be paid
14 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
15 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
16 and overtime compensation earned by Employees. Each such failure to make a timely payment of
17 compensation to Employees constitutes a separate violation of California Labor Code § 204.

18 49. From four (4) years prior to the filing of this lawsuit to the present, in direct
19 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
20 and overtime compensation earned by Employees. Each such failure to make a timely payment of
21 compensation to Employees constitutes a separate violation of California Labor Code § 204.

22 50. Employees have been damaged by these violations of California Labor Code §§
23 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

24 51. Consequently, pursuant to California Labor Code §§ 201.3, 204, 510, and 1194
25 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to
26 Employees for the full amount of all their unpaid wages and overtime compensation, with
27 interest, plus their reasonable attorneys’ fees and costs.

28 ///

1 **THIRD CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 52. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 53. Employees regularly worked shifts greater than five (5) hours and greater than ten
7 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
8 more than five (5) hours without providing him or her with a meal period of not less than thirty
9 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
10 meal period of not less than thirty (30) minutes.

11 54. Defendants failed to provide Employees with meal periods as required under the
12 Labor Code. Employees were consistently required to work through their meal periods which they
13 were consistently denied. Employees were also required to take meal periods after working
14 beyond the five (5) hour shifts. During meal periods, Employees would be disrupted or interrupted
15 by Defendants with work related requests and communications. Plaintiff and Employees were
16 also, at times, not permitted to take full and complete thirty-minute meal periods, and otherwise
17 took meal periods shorter than thirty minutes in length, due to the control and workload exercised
18 upon Employees by Defendants. Furthermore, Employees were regularly required to work for
19 more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
20 meal period as required by law.

21 55. Moreover, Defendants failed to compensate Employees for each meal period not
22 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
23 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
24 employee a meal period in accordance with this section, the employer shall pay the employee one
25 hour of pay at the employee's regular rate of compensation for each workday that the meal period
26 is not provided. Defendants failed to compensate Plaintiff and Employees for each meal period not
27 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
28 20 of the applicable IWC Wage Order.

56. Therefore, pursuant to Labor Code § 226.7, Plaintiff and Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial. Plaintiff and Employees are also entitled to prejudgment interest for such damages.

FOURTH CAUSE OF ACTION
REST-BREAK LIABILITY UNDER LABOR CODE § 226.7
(Against All Defendants)

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

58. Plaintiff and Employees consistently worked over three-and-one-half (3.5) hour and six (6) hour shifts. At times, Employees worked over ten (10) hours in a single workday. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift or major fraction thereof.

59. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hours of work, or major fraction thereof, when Employees worked over three-and-one-half (3.5) hours in a workday. In addition, when Plaintiff and Employees did receive the opportunity to take rest periods, Defendants did not permit Plaintiff and Employees to leave the work premises. Further, Defendants would interrupt Plaintiff and Employees during rest periods with work related requests and communications.

60. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their time.” Defendants did not allow Employees to leave the Defendants’ location and this is directly at odds with *Augustus*, as it “tethered [employees] by time and policy to a particular location” and therefore fails to relieve employees of all work duties and employer control during rest periods. *Augusts*, 2 Cal.5th at 269.

61. Moreover, Defendants failed to compensate Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC

1 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
2 accordance with this section, the employer shall pay the employee one hour of pay at the
3 employee's regular rate of compensation for each workday that the rest period is not provided.
4 Defendants failed to compensate Plaintiff and Employees for each rest period not provided or
5 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
6 Order.

7 62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
8 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
9 worked without the required rest breaks, a sum to be proven at trial. Plaintiff and Employees are
10 also entitled to prejudgment interest for such damages.

11 **FIFTH CAUSE OF ACTION**
12 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
13 **IN VIOLATION OF LABOR CODE § 2802**
14 **(Against All Defendants)**

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

17 64. Under Labor Code § 2802(a) an employer must indemnify its employees for all
18 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
19 of his or her duties, or of his or her obedience to the directions of the employer.

20 65. Employees incurred necessary expenditures in the performance of their job duties
21 for Defendants, namely the cost of mileage and cell phone and internet usage, which were
22 necessary to perform their duties under Defendants' employ. From four (4) years prior to the
23 original filing of this lawsuit and continuing to the present, Defendants consistently failed to
24 reimburse Employees for these necessarily incurred business expenses.

25 66. As a result of the unlawful acts of Defendants, Employees have been deprived of
26 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
27 plus interest and penalties thereon, attorneys' fees, and costs.

28 ///

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

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

68. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing inclusive dates of the pay period, the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate. In addition, Labor Code § 226(a) requires that the wage statement depict “the name and address of the legal entity that is the employer[.]” These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages. In either case the employer must give the employee these statements twice a month or each time wages are paid.

69. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks and nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Employees. Moreover, the wage statements given to Employees failed to accurately specify the name of the employer as required under the law as the wage statements provided to Employees name an entity that is not registered with the California Secretary of State’s Office despite the fact all businesses that wish to conduct business in California need to register with the California Secretary of State’s Office.

70. As a direct and proximate cause of Defendants’ violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received

1 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
2 forcing them to make mathematical computations to analyze whether the wages paid in fact
3 compensated them correctly for all hours worked.

4 71. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
5 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
6 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
7 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
8 award of costs and reasonable attorneys' fees.

9 72. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
10 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
11 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
12 employee for each pay period.

13 73. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
14 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
15 shown according to proof. Plaintiff and Employees are also entitled to an award of costs and
16 reasonable attorneys' fees.

17 **SEVENTH CAUSE OF ACTION**
18 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
19 **and 1174.5**
20 **(Against All Defendants)**

21 74. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

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

27 76. During the course of Plaintiff's and Employees' employment, Defendants
28 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as

1 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
2 overtime, and premium pay as discussed above.

3 77. Defendants are also required by California Labor Code § 1198 and the applicable
4 Wage Order to maintain a tracking system that accurately records the times at which Employees
5 works.

6 78. Defendants have maintained a common unlawful policy and practice of failing to
7 accurately record meal breaks. At all times relevant hereto, Defendants had maintained an
8 unlawful uniform policy and practice of editing the time records entered by its Employees to
9 change the actual meal break times recorded by the employee, in order to make it appear as though
10 Defendants' Employees took timely and compliant meal breaks.

11 79. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
12 knew wages to be due but failed to pay them.

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

15 **EIGHTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 203**

17 **(Against All Defendants)**

18 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 82. Numerous Employees are no longer employed by Defendants; they either quit
21 Defendants' employ or were fired therefrom.

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

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

26 85. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
27 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
28 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up

1 to thirty (30) days from the date they were due. Plaintiff and Employees are also entitled to an
2 award of costs and reasonable attorneys' fees.

3 **NINTH CAUSE OF ACTION**

4 **FAILURE TO PAY VACATION WAGES UNDER LABOR CODE § 227.3**

5 **(Against All Defendants)**

6 86. Plaintiff re-alleges and incorporates the preceding paragraphs as as though set forth
7 in full herein.

8 87. California Labor Code section 227.3 provides:
9 Unless otherwise provided by a collective-bargaining agreement,
10 whenever a contract of employment or employer policy provides for
11 paid vacations, and an employee is terminated without having taken
12 off his vested vacation time, all vested vacation shall be paid to him
13 as wages at his final rate in accordance with such contract of
14 employment or employer policy respecting eligibility or time
15 served; provided, however, that an employment contract or employer
16 policy shall not provide for forfeiture of vested vacation time upon
17 termination. The Labor Commissioner or a designated representative,
18 in the resolution of any dispute with regard to vested vacation time,
19 shall apply the principles of equity and fairness.

20 88. At all relevant times during the applicable limitations period, Plaintiff and
21 Employees accrued vacation time, and/or paid time off, during their employment with
22 Defendants.

23 89. However, Defendants implemented a common policy and practice of failing to pay
24 Plaintiff and Employees for all accrued vacation wages upon separation of employment, in
25 violation of Labor Code 227.3.

26 90. By reason of the above, Plaintiff and Employees are entitled to restitution for all
27 unpaid amounts due and owing to within four (4) years of the date of the filing of the original
28 Complaint until the date of entry of judgment.

91. Plaintiff, on behalf of herself and Employees, seeks interest thereon pursuant to
California Labor Code section 218.6, costs pursuant to California Labor Code section 218.6, and
reasonable attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

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TENTH CAUSE OF ACTION
FAILURE TO PAY PROPER SICK PAY UNDER LABOR CODE § 245 *et seq.* and 246
(Against All Defendants)

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

93. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law.

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

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

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

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

96. Defendants had a common policy and practice of systemically failing to pay Plaintiff and Employees the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and Employees worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work. The sick pay paid to Plaintiff and Employees did not account for their nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses; instead, Defendants paid sick leave to Employees at a lower rate in violation of the law.

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

1 penalties pursuant to Labor Code § 558(a).

2 **ELEVENTH CAUSE OF ACTION**

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

4 **(Against All Defendants)**

5 98. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 99. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
8 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
9 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
10 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
11 meaning of Code of Civil Procedure § 1021.5.

12 100. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
13 has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,
14 restitution, and other appropriate equitable relief.

15 101. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
16 business practices.

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

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

1 guaranteed to all employees under the law.

2 104. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
3 violation of the Business & Professions Code § 17200 *et seq.*

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

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

10 107. Unless restrained by this Court, Defendants will continue to engage in such
11 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
12 should make such orders or judgments, including the appointment of a receiver, as may be
13 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
14 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
15 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
16 have unlawfully failed to pay.

17 **TWELFTH CAUSE OF ACTION**

18 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

19 **(Against All Defendants)**

20 108. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 109. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
23 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
24 alleged violators, Defendants.

25 110. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
26 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
27 penalty provisions, without limitation, based on the following California Labor Code sections: §§
28 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 248.5, 510, 512, 558, 558.1,

1 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802

2 111. The penalties shall be allocated as follows: 75% to the Labor and Workforce
3 Development Agency (LWDA) and 25% to the affected employee.

4 112. Employees also seek any and all penalties and remedies set forth in Labor Code §
5 558, which states:

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

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

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

27 113. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
28 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
for each violation in a subsequent citation, for which the employer fails to provide the employee a
wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

114. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
LWDA and Defendants postmarked on January 11, 2024. The LWDA has not provided notice of
its intent to investigate the alleged violations within 65 calendar days of the postmark date of the

1 letters.

2 **RELIEF REQUESTED**

3 WHEREFORE, Plaintiff prays for the following relief:

- 4 1. For an order certifying this action as a class action;
- 5 2. An order that Plaintiff be appointed class representative;
- 6 3. An order that counsel for Plaintiff be appointed class counsel;
- 7 4. For compensatory damages in the amount of the unpaid minimum wages for work
8 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
9 the filing of this action, as may be proven;
- 10 5. For liquidated damages in the amount equal to the unpaid minimum wage and
11 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 12 6. For compensatory damages in the amount of the hourly wage made by Employees
13 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
14 years prior to the filing of this action, as may be proven;
- 15 7. For compensatory damages in the amount of the hourly wage made by Employees
16 for each day requisite rest breaks were not provided or were deficiently provided where no
17 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
18 be proven;
- 19 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 20 9. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 21 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
22 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 23 11. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 24 12. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 25 13. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 26 14. For restitution for unfair competition pursuant to Business & Professions Code
27 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 28 15. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

1 16. For compensatory damages in the amount of all previously unreimbursed business
2 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
3 from four (4) years prior to the original filing of this action, as may be proven;

4 17. For compensatory damages in the amount equal to the unpaid vacation hours at
5 separation of employment;

6 18. For compensatory damages in the amount equal to the sick hours used by
7 Employees, at the Employees' regular rates of pay;

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

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

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

13 22. For an award providing for the payment of the costs of this suit;

14 23. For an award of attorneys' fees; and

15 24. For such other and further relief as this Court may deem proper and just.

16
17 DATED: March 18, 2024

D.LAW, INC.

18
19 By 
20 Emil Davtyan
21 David Yeremian
22 Roman Shkodnik
23 Robert Payaslyan
24 Attorneys for Plaintiff KELSIE KAY
25 CORAY and the putative class
26
27
28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

3
4 DATED: March 18, 2024

D.LAW, INC.

5 By 

6 Emil Davtyan
7 David Yeremian
8 Roman Shkodnik
9 Robert Payaslyan
10 Attorneys for Plaintiff KELSIE KAY
11 CORAY and the putative class
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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Larry M. Kazanjian
LKazanjian@pkwhlaw.com
PALMER KAZANJIAN
WOHL HODSON LLP
 2277 Fair Oaks Blvd., Ste. 455
 Sacramento, CA 95825

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

[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

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

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

Executed on March 18, 2024, at Glendale, California.

Natalia Bermudes
Natalia Bermudes