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on behalf of herself and others similarly situated

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

CHRISTINA CANSLER, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

SILVER OAK WINE CELLARS LLC, a
California limited liability company;
TWOMEY, an entity of unknown form; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV01488

CLASS ACTION

Assigned for All Purposes To:
Hon. Christopher M. Honigsberg
Dept.: 18

**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. Failure to Pay Vacation Wages;
5. Failure to Comply with Labor Code §§ 245 *et*
seq. and 246;
6. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
7. Failure to Comply with Labor Code § 2751;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5;
10. Penalties Pursuant to Labor Code § 203; and
11. Violation of Business & Professions Code §
17200 *et seq.*
12. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1 Plaintiff CHRISTINA CANSLER, (hereinafter “Plaintiff”) on behalf of herself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants SILVER OAK
8 WINE CELLARS LLC, a California limited liability company; TWOMEY, an entity of unknown
9 form; and DOES 1 through 50 (all defendants being collectively referred to herein as
10 “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of
11 the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and
12 California Business & Professions Code, and seeks redress therefore.

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

24 3. Defendants required Plaintiff and the Employees in the Class to perform work
25 while remaining under Defendants’ control before and after being on the clock for their daily work
26 shift. Defendants further failed to accurately record time worked by Plaintiff and Employee Class
27 members by rounding hours worked to reflect scheduled shift start and end times as opposed to
28 actual hours worked. Defendants also had a uniform policy and practice of automatically

deducting thirty minutes from Employees' time sheets regardless of whether Employees took a meal period. Defendants thus failed to pay Plaintiff and the Class members for all hours worked and provided them with inaccurate wage statements that prevented Plaintiff and the Class from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal periods, as employees were not provided with the opportunity to take timely, uninterrupted, and/or duty-free meal periods as required by the Labor Code.

THE PARTIES

A. The Plaintiff

4. Plaintiff CHRISTINA CANSLER has resided in 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.

B. The Defendants

5. Defendant SILVER OAK WINE CELLARS LLC, is a California limited liability company with its principle executive offices in Oakville, California and has been listed as the employer on Plaintiff's paystubs during the relevant time period. SILVER OAK WINE CELLARS, LLC lists a California address in Oakville, California with the California Secretary of State, and employs Plaintiff and the Class members at Defendants' offices and facilities in Healdsburg, California, and throughout California and conducts business throughout California.

6. Defendant TWOMEY is an entity of unknown form with its principle executive office in Healdsburg, California, and has been listed on Plaintiff's personnel file during the relevant time period. TWOMEY does not list a California address with the California Secretary of State, but employs Class members in Sonoma County, including at Defendants' offices and facilities in Healdsburg, California, and throughout California and conducts business throughout California.

7. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants

1 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
2 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
3 this Complaint to reflect the true names and capacities of the Defendants designated herein as
4 Does 1 through 50 when their identities become known.

5 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
6 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
7 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
8 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
9 all respects as the employers or joint employers of Employees. Defendants, and each of them,
10 exercised control over the wages, hours or working conditions of Employees, or suffered or
11 permitted Employees to work, or engaged, thereby creating a common law employment
12 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
13 employed Employees.

14 **JURISDICTION AND VENUE**

15 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
16 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
17 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
18 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
19 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
20 obligations and liabilities giving rise to this lawsuit occurred at least in part in Sonoma County and
21 Defendants maintain and operate company offices and facilities in Sonoma County, and employ
22 Plaintiff and other Class members in Sonoma County and throughout California.

23 **FACTUAL BACKGROUND**

24 10. The Employees who comprise the Class and Collective, including Plaintiff, are
25 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
26 Employees who work in nonexempt positions at the direction of Defendants in the State of
27 California. Plaintiff and the Class members were either not paid by Defendants for all hours
28 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,

1 Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift”
2 without compensation by setting up for the day, including setting tables, cleaning, and checking
3 emails and performing work tasks after the end of their scheduled shifts, such as cleaning and
4 locking the parking lot gate. Moreover, Employees were not paid for the time spent answering
5 work-related phone calls and text messages while off-the-clock. Defendants also had a uniform
6 policy and practice of rounding all time entries to reflect scheduled shift start and end times rather
7 than paying Plaintiff and the Class members for all hours and minutes they actually worked.
8 Defendants generally rounded time entries to the detriment of the Employees, and these
9 unlawfully rounded time entries were inputted into Defendants’ payroll system from which wage
10 statements and payroll checks were created. Plaintiff also contends that Plaintiff would work
11 overtime but would enter her scheduled shift end time on her time sheets due to Defendants’
12 policy and/or practice requiring all overtime to be authorized. Failure to receive prior authorization
13 could result in disciplinary action up to and including termination resulting in Plaintiff and
14 Employees being discouraged from recording their actual hours worked. In addition, Defendants
15 would automatically deduct thirty minutes from Employees’ time sheets for meal breaks,
16 regardless of whether those meal breaks were taken. Defendants failed to pay Plaintiff and the
17 Class members all wages due and owing, failed to provide meal breaks, and failed to furnish
18 accurate wage statements, all in violation of various provisions of the California Labor Code and
19 applicable Wage Orders. Additionally, Defendants paid Plaintiff and Employees nondiscretionary
20 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
21 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
22 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
23 rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when
24 Plaintiff and Employees worked overtime and received nondiscretionary commissions, incentive
25 pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a
26 lower overtime rate than required.

27 11. From at least four (4) years prior to the filing of this lawsuit and continuing to the
28 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,

1 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
2 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
3 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
4 sick pay. Therefore, during times when Plaintiff and Employees worked overtime and received
5 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
6 to pay all sick pay by paying a lower overtime rate than required.

7 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
8 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
9 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
10 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
11 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
12 vacation pay. Therefore, during times when Plaintiff and Employees worked overtime and
13 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
14 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

15 13. During the course of Plaintiff and the Class members' employment with
16 Defendants, they were not paid all wages they were owed, including for all work performed and
17 for all overtime hours worked and were forced to work during their meal breaks. Defendants also
18 failed to maintain timekeeping records for Plaintiff that would permit her to discover the nature
19 and extent of Defendants' unlawful rounding.

20 14. As a matter of uniform Company policy, Plaintiff and the Class members were
21 required to work during their meal breaks which were not compensated by Defendants in
22 violation of the California Labor Code. Plaintiff and the Class members were also not paid
23 regular wages and overtime for the time they were required to comply with other requirements
24 imposed upon them, which they had to complete while working through their meal breaks and
25 without compensation. As a result, Plaintiff and the Class members worked shifts over eight (8)
26 hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate
27 overtime rate for all such hours, including by being required to perform work duties and tasks
28 without pay and while off-the-clock, and due to Defendants' unlawful rounding. As a result,

1 Plaintiff and the Class members worked substantial overtime hours during their employment with
2 Defendants for which they were not compensated, in violation of the California Labor Code,
3 applicable IWC Wage Orders.

4 15. As a result of the above described unlawful rounding, the daily work demands and
5 pressures to work through breaks, and the other wage violations they endured at Defendants'
6 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
7 wages owed to them by Defendants, including when working more than eight (8) hours in any
8 given day and/or more than forty (40) hours in any given week. As a result of Defendants'
9 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
10 which they were not adequately and completely compensated. To the extent applicable,
11 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
12 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
13 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
14 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

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

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

25 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
26 continuing to the present, Defendants have regularly required Employees to work shifts in excess
27 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
28 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal

1 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
2 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
3 Defendants failed to provide or deficiently provided. Defendants would automatically deduct
4 thirty minutes from Employees’ time sheets for meal periods, regardless of when meal periods
5 were taken or if they were taken at all.

6 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
7 continuing to the present, Defendants have consistently failed to provide Employees with timely,
8 accurate, and itemized wage statements as required by California wage-and-hour laws.
9 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
10 correct overtime wages based on proper regular rate calculations that included nondiscretionary
11 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
12 compensation of their Employees. Additionally, the wage statements given to Aggrieved
13 Employees, by Defendants, failed to include the above requirements enumerated above. Aggrieved
14 Employees’ wage statements did not include: the total hours worked in violation of Labor Code §
15 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay
16 period and the corresponding number of hours worked at each such rate in violation of Labor Code
17 § 226 (a)(9). Moreover, the wage statements given to Employees by Defendants failed to
18 accurately account for wages, overtime, and premium pay for deficient meal periods all of which
19 Defendants knew or reasonably should have known were owed to Employees, as alleged
20 hereinabove. The wage statements provided to Employees were confusing and required
21 Employees to engage in discovery and refer to outside sources to verify whether their pay was
22 correct, potentially resulting in a miscalculation by the Employees.

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

26 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
27 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
28 performance of their job duties for Defendants including, but not limited to, the cost of cellphone

usage, which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802.

22. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent and uniform policy, practice, and procedure, when entering into contracts of employment with Employees for services to be rendered within California and the contemplated method of payment involved commissions, of failing to utilize a written contract signed by both the employer and employee setting forth the method by which the commissions shall be computed and paid in violation of Labor Code § 2751.

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

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

25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, 2751 and 2802.

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

CLASS ALLEGATIONS

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

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

- 1 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
2 compensated for all hours worked for Defendants at the applicable minimum wage.
- 3 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
4 compensated for all hours worked for Defendants at the required rates of pay, including for all
5 hours worked in excess of eight in a day and/or forty in a week.
- 6 c. Subclass 3. Vacation Wages Subclass. All Class members who were not
7 compensated at the Employee's regular rate of pay for their vacation wages.
- 8 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at
9 the Employee's regular rate of pay for their sick pay wages.
- 10 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
11 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
12 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 13 f. Subclass 6. Commission Subclass. All Class members who, within the applicable
14 limitations period, were not provided with a written contract signed by both the employer and
15 employee setting forth the method by which the commissions shall be computed and paid.
- 16 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
17 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
18 by California wage-and-hour laws.
- 19 h. Subclass 8. Wage Statement Subclass. All Class members who, within the
20 applicable limitations period, were not provided with accurate itemized wage statements.
- 21 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
22 members who were subject to Defendants' failure to reimburse for expenses necessarily incurred
23 in the performance of Employees job duties for Defendants.
- 24 j. Subclass 11. Termination Pay Subclass. All Class members who, within the
25 applicable limitations period, either voluntarily or involuntarily separated from their employment
26 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
27 termination.
- 28 k. Subclass 12. UCL Subclass. All Class members who are owed restitution as a

1 result of Defendants' business acts and practices, to the extent such acts and practices are found to
2 be unlawful, deceptive, and/or unfair.

3 29. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
4 modify the class description with greater particularity or further division into subclasses or
5 limitation to particular issues.

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

9 **A. Numerosity**

10 31. The potential members of the class as defined are so numerous that joinder of all
11 the member of the class is impracticable. While the precise number of class members has not been
12 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
13 time period relevant to this lawsuit, employed more than 100 individuals within the State of
14 California.

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

18 **B. Commonality**

19 33. There are questions of law and fact common to the class that predominate over any
20 questions affecting only individual class members. These common questions of law and fact
21 include:

- 22 a. Whether Defendants failed to pay Employees minimum wages;
- 23 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 24 c. Whether Defendants failed to pay Employees overtime as required under Labor
25 Code § 510;
- 26 d. Whether Defendants failed to pay Employees vacation wages as required under
27 Labor Code § 227.3;
- 28 e. Whether Defendants failed to pay Employees sick pay as required under Labor

Code § 245;

- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code § 2751;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants failed to reimburse Employees for necessary business expenses;
- k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and
- m. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

34. The claims of the named plaintiff are typical of those of the other Employees.

Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

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

E. Superiority of Class Action

36. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only

1 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
2 Defendants' illegal policies or practices of failing to compensate Employees properly.

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

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PAY MINIMUM WAGES**
8 **(Against All Defendants)**

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

11 39. Defendants failed to pay Employees minimum wages for all hours worked.
12 Defendants had a consistent policy of misstating Employees time records and failing to pay
13 Employees for all hours worked. Employees would work hours and not receive wages, including
14 as alleged above in connection with working during meal breaks, rounding of timekeeping
15 entries, and working "pre-shift" and "post-shift" without compensation by setting up for the day,
16 including setting tables, cleaning, and checking emails; performing work tasks after the end of
17 their scheduled shifts, such as cleaning and locking the parking lot gate; and receiving phone
18 calls and text messages while off-the-clock. Additionally, Defendants had a consistent policy of
19 failing to pay Employees for hours worked during alleged meal periods for which Employees
20 were consistently denied, as also addressed herein. Defendants have also intentionally and
21 improperly rounded, changed, adjusted, and/or modified Employee hours, while benefiting
22 Defendants. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class
23 members, including by unlawful rounding to their detriment. Moreover, Defendants did not pay
24 Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants'
25 uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to
26 the Class as a whole, as a result of implementing a uniform policy and practice that denied
27 accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

28 40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"

1 states:

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

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

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

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

13 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
14 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

14 44. California Labor Code § 1194.2 also provides for the following remedies:

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

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

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

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26 ///

27 ///

1 **SECOND CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 48. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
13 paying Employees wages for all hours worked including time off the clock working “pre-shift”
14 and “post-shift” without compensation by setting up for the day, including setting tables,
15 cleaning, and checking emails; performing work tasks after the end of their scheduled shifts, such
16 as cleaning and locking the parking lot gate; and receiving phone calls and text messages while
17 off-the-clock. In addition, Plaintiff would work overtime but would enter her scheduled shift end
18 time on her time sheets due to Defendants’ policy and/or practice requiring all overtime to be
19 authorized. Failure to receive prior authorization could result in disciplinary action up to and
20 including termination resulting in Plaintiff and Employees being discouraged from recording
21 their actual hours worked. Employees regularly worked over 8 hours on a given day without
22 receiving overtime compensation.

23 49. Furthermore, on information and belief, Defendants did not pay Plaintiff and
24 Employees the correct overtime rate for the recorded overtime hours that they generated. In
25 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
26 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
27 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
28 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular

1 rate of pay for purposes of calculating the overtime wage rate.

2 50. Therefore, during times when Plaintiff and Employees worked overtime and
3 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
4 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

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

11 52. Employees have been damaged by these violations of California Labor Code §§
12 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

13 53. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
14 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
15 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
16 reasonable attorneys' fees and costs.

17 **THIRD CAUSE OF ACTION**

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

19 **(Against All Defendants)**

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

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

27 56. Defendants failed to provide Employees with meal periods as required under the
28 Labor Code. Employees were required to work through their meal periods which they were

1 denied. In addition, Defendants had a policy and practice of automatically deducting thirty
2 minutes from Employees' time entries for meal periods, regardless of when meal periods were
3 taken or if they were taken at all in order to avoid paying meal period premiums. Furthermore,
4 Employees were regularly required to work for more than 10 hours in a given shift without
5 receiving a second uninterrupted thirty (30) minute meal period as required by law.

6 57. Moreover, Defendants failed to compensate Employees for each meal period not
7 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
8 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
9 employee a meal period in accordance with this section, the employer shall pay the employee one
10 hour of pay at the employee's regular rate of compensation for each workday that the meal period
11 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
12 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
13 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
14 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
15 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

16 58. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
17 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
18 period not provided or deficiently provided, a sum to be proven at trial.

19 **FOURTH CAUSE OF ACTION**
20 **FAILURE TO PAY VACATION WAGES**
21 **(Against All Defendants)**

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

24 60. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
25 employment policy provides for paid vacation and an employee is terminated without having
26 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
27 in accordance with said contract of employment or policy respecting eligibility or time served.

28 61. Defendants paid nondiscretionary commissions, incentive pay, and/or

1 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
2 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

3 62. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
4 Code § 227.3.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**

7 **(Against All Defendants)**

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

10 64. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
11 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
12 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
13 with the pay calculation under California Labor Code § 246(1).

14 65. Defendants paid nondiscretionary commissions, incentive pay, and/or
15 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
16 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
17 calculating the amount of paid sick time due when sick time is used according to the requirements
18 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
19 rate, in violation of the law.

20 66. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
21 Code §§ 245 *et seq.* and 246.

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

24 **IN VIOLATION OF LABOR CODE § 2802**

25 **(Against All Defendants)**

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

28 68. Under Labor Code § 2802(a), an employer must indemnify its employees for all

1 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
2 of his or her duties, or of his or her obedience to the directions of the employer.

3 69. Employees incurred necessary expenditures in the performance of their job duties
4 for Defendants, namely the cost of cell phone usage, which were necessary to perform their duties
5 under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and
6 continuing to the present, Defendants consistently failed to reimburse Employees for these
7 necessarily incurred business expenses.

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

11 **SEVENTH CAUSE OF ACTION**
12 **FAILURE TO COMPLY WITH LABOR CODE § 2751**
13 **(Against All Defendants)**

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

16 72. Labor Code § 2751(a) states: "Whenever an employer enters into a contract of
17 employment with an employee for services to be rendered within this state and the contemplated
18 method of payment of the employee involves commissions, the contract shall be in writing and
19 shall set forth the method by which the commissions shall be computed and paid."

20 73. Further, Labor Code § 2751(b) states in pertinent part: "The employer shall give a
21 signed copy of the contract to every employee who is a party thereto and shall obtain a signed
22 receipt for the contract from each employee."

23 74. During the relevant time period, Defendants had a consistent and uniform policy,
24 practice, and procedure, when entering into contracts of employment with aggrieved employees
25 for services to be rendered within California and the contemplated method of payment involved
26 commissions, of failing to utilize a written contract signed by both the employer and employee
27 setting forth the method by which the commissions shall be computed and paid.

28 75. Defendants' pattern, practice, and uniform administration of corporate policy

1 regarding commission contracts as described herein is unlawful and creates an entitlement to
2 recovery by Employees, in a civil action, to the extent allowed by law.

3 76. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
4 Code § 2751.

5 **EIGHTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 226(a)**
7 **(Against All Defendants)**

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

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

17 79. Defendants failed to provide Employees with accurate itemized wage statements in
18 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
19 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
20 periods, and reflected incorrect hours worked due to the rounding of timekeeping entries all of
21 which Defendants knew or reasonably should have known were owed to Employees, as alleged
22 hereinabove. Additionally, Defendants failed in their affirmative obligation to keep accurate
23 records of the correct overtime wages based on proper regular rate calculations that included
24 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the
25 total amount of compensation of their Employees. Additionally, the wage statements given to
26 Aggrieved Employees, by Defendants, failed to include the above requirements enumerated above.
27 Aggrieved Employees' wage statements did not include: the total hours worked in violation of
28 Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect

1 during the pay period and the corresponding number of hours worked at each such rate in violation
2 of Labor Code § 226 (a)(9). The wage statements provided to Employees were confusing and
3 required Employees to engage in discovery and refer to outside sources to verify whether their pay
4 was correct, potentially resulting in a miscalculation by the Employees.

5 80. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
6 Employees suffered injuries, including among other things confusion over whether they received
7 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
8 forcing them to make mathematical computations to analyze whether the wages paid in fact
9 compensated them correctly for all hours worked.

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

15 82. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
16 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
17 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
18 employee for each pay period.

19 83. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
20 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
21 shown according to proof.

22 **NINTH CAUSE OF ACTION**

23 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**

24 **AND 1174.5**

25 **(Against All Defendants)**

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

28 85. California Labor Code § 1174 requires that all employers shall keep accurate time

1 and wage records for all employees. California Labor Code § 1174.5 further requires that any
2 employee suffering injury due to a willful violation of the aforementioned obligations may seek
3 damages, including civil penalties, from the employer.

4 86. During the course of Plaintiff's and Employees' employment, Defendants
5 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
6 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
7 overtime, and premium pay as discussed above.

8 87. Accordingly, Defendants are liable for civil penalties pursuant to the California
9 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

10 **TENTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

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

15 89. Numerous Employees are no longer employed by Defendants; they either quit
16 Defendants' employ or were fired therefrom.

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

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

21 92. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
22 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
23 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
24 to thirty (30) days from the date they were due.

25 **ELEVENTH CAUSE OF ACTION**
26 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
27 **(Against All Defendants)**

28 93. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

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

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

10 96. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
11 business practices.

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

19 98. Defendants have violated statutes and public policies. Through the conduct alleged
20 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
21 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
22 violation of Business & Professions Code § 17200 *et seq.* Defendants’ conduct has deprived
23 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
24 privileges guaranteed to all employees under the law.

25 99. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
26 violation of the Business & Professions Code § 17200 *et seq.*

27 100. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
28 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable

1 care should have known that their conduct was unlawful; therefore their conduct violates the
2 Business & Professions Code § 17200 *et seq.*

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

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

12 **TWELFTH CAUSE OF ACTION**

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

14 **(Against All Defendants)**

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

17 104. Plaintiff and Employees are aggrieved employees as defined under Labor Code
18 §2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
19 alleged violators, Defendants.

20 105. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
21 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
22 penalty provisions, without limitation, based on the following California Labor Code sections:
23 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174,
24 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, 2751 and 2802.

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

27 107. Employees also seek any and all penalties and remedies set forth in Labor Code
28 § 558, which states:

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

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

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

24 108. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
25 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
26 per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee
27 for each violation in a subsequent citation, for which the employer fails to provide the employee a
28 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.

109. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
LWDA and Defendants postmarked on February 29, 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
letters.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;

2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For penalties pursuant to Labor Code § 2751 for Employees, as may be proven;
6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
7. For penalties pursuant to Labor Code § 226.3, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For penalties pursuant to Labor Code § 227.3, as may be proven;
10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
14. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;
15. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
16. For all general, special, and incidental damages as may be proven;
17. For an award of pre-judgment and post-judgment interest;
18. For an award providing for the payment of the costs of this suit;

19. For an award of attorneys' fees; and

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

DATED: May 6, 2024

D.LAW, INC.

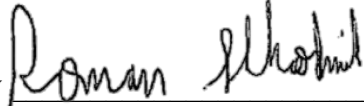
By 
David Yermian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
CHRISTINA CANSLER
and the putative class

DEMAND FOR JURY TRIAL

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

DATED: May 6, 2024

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
CHRISTINA CANSLER
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.

Na Rae Kim
nakim@littler.com
LITTLER
101 Second Street, Suite 1000
San Francisco, CA 94105

[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.

[] (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.

Executed on May 6, 2024, at Glendale, California.

Natalia Bermudes
Natalia Bermudes