

By: Janie Dorman, Deputy Clerk

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Natalie Haritounian (SBN 324318)
n.haritounian@d.law
Matthew J. Carraher (SBN 346860)
m.carraher@d.law
450 N. Brand Blvd
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff JORDAN ALVARENGA,
on behalf of herself and others similarly situated

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

JORDAN ALVARENGA, an individual;
and LINDA BANALES, an individual on
behalf of themselves and all others
similarly situated,

Plaintiff,

vs.

D 3145 SANTA N LLC, a California
corporation; GALAXY
MANAGEMENT COMPANY, LLC, a
Texas corporation; GALAXY HOTEL
GROUP, LLC, a Texas corporation;
GALAXY HOTELS GROUP, a business
entity of unknown form; D TRAC
HOTEL LLC, a California limited
liability company; MOTEL 6
OPERATING L.P. a Delaware company;
D 2760 SANTA S LLC, a California
limited liability company; D LASSEN
LLC, a California limited liability
company; D MOD HOTEL LLC, a
California limited liability company; D
PETALUMA LLC, a California limited
liability company; D SAN JOSE LLC, a
California limited liability company; D
SILICON LLC, a California limited
liability company; D WALNUT LLC, a
California limited liability company; D
TUR HOTEL LLC, a California limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 24CV01248
Assigned for all purposes to Dept. 17

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Provide Accurate Wage Statements Under Labor Code § 226(a);
6. Failure to Timely Pay Wages Upon Termination Under Labor Code § 203;
7. Failure to Pay Vacation Wages Under Labor Code § 227.3;
8. Failure to Timely Pay Wages When Due Under Labor Code § 204;
9. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
10. Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5;
11. Failure to Provide Sick Pay Under Labor Code § 246;
12. Failure to Reimburse Necessary Business Expenses § 2802;
13. Violation of Business & Professions Code § 17200 et seq.; and
14. Penalties under PAGA Labor Code § 2698

DEMAND FOR JURY TRIAL

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13

14
15
16

17
18
19
20

21

22

23
24
25

26
27
28

1 **B. The Defendants**

2 6. Defendant D 3145 SANTA N LLC (“D 3145”) is a California corporation and lists
3 its principal address with California Secretary of State in Santa Rosa, California. D 3145 is listed as
4 an employer on Plaintiff’s wage statements during the relevant time period that Plaintiff was
5 employed with Defendants. Plaintiff is informed and believes, and thereupon alleges, that D 3145
6 conducts business in Sonoma County, and throughout California, and employed, and continues to
7 employ, individuals (including Plaintiff and Class members) in Sonoma County, and throughout
8 California.

9 7. Defendant GALAXY MANAGEMENT COMPANY, LLC (“GALAXY
10 MANAGEMENT”), is a Texas entity and lists its mailing address in Frisco, Texas. GALAXY
11 MANAGEMENT is listed as an employer on documents provided to Plaintiff and Class members,
12 including the employee handbook, during the relevant time period that Plaintiff was employed with
13 Defendants. GALAXY MANAGEMENT does not list a California address with the California
14 Secretary of State, but upon information and belief, GALAXY MANAGEMENT conducts business
15 in Sonoma County and throughout California, and employed, and continues to employ, individuals
16 (including Plaintiff and Class members), in Sonoma County and throughout California.

17 8. Defendant GALAXY HOTELS GROUP is a business entity of unknown form and
18 has been the employer listed on the employment records issued to Plaintiff during the relevant time
19 period that Plaintiff was employed with Defendants.

20 9. Defendant D 2760 SANTA S LLC (“D 2760”) is a California corporation and lists
21 its principal address with California Secretary of State in Santa Rosa, California. Plaintiff is
22 informed and believes, and thereupon alleges, that D 2760 conducts business throughout California,
23 and employed, and continues to employ, individuals (including Plaintiff and Class members)
24 throughout California.

25 10. Defendant D LASSEN LLC (“Lassen”) is a California limited liability company
26 owned and operated by GALAXY MANAGEMENT COMPANY LLC and its agents and with it’s
27 principle place of business in California. Plaintiff is informed and believes, and thereupon alleges,
28 that Lassen employed, and continues to employ, individuals (including Plaintiff and Class members)

1 throughout California.

2 11. Defendant D TRAC HOTEL LLC (“D TRAC”) is a California limited liability
3 company owned and operated by GALAXY MANAGEMENT COMPANY LLC and its agents and
4 with it’s principle place of business in California. Plaintiff is informed and believes, and thereupon
5 alleges, that D TRAC employed, and continues to employ, individuals (including Plaintiff and Class
6 members) throughout California.

7 12. Defendant D MOD HOTEL LLC (“D MOD”) is a California limited liability
8 company owned and operated by GALAXY MANAGEMENT COMPANY LLC and its agents and
9 with it’s principle place of business in California. Plaintiff is informed and believes, and thereupon
10 alleges, that D MOD employed, and continues to employ, individuals (including Plaintiff and Class
11 members) throughout California.

12 13. Defendant D PETALUMA LLC (“D PETALUMA”) is a California limited liability
13 company owned and operated by GALAXY MANAGEMENT COMPANY LLC and its agents and
14 with it’s principle place of business in California. Plaintiff is informed and believes, and thereupon
15 alleges, that D PETALUMA employed, and continues to employ, individuals (including Plaintiff
16 and Class members) throughout California.

17 14. Defendant D SAN JOSE LLC (“D SAN JOSE”) is a California limited liability
18 company owned and operated by GALAXY MANAGEMENT COMPANY LLC and its agents and
19 with it’s principle place of business in California. Plaintiff is informed and believes, and thereupon
20 alleges, that D SAN JOSE employed, and continues to employ, individuals (including Plaintiff and
21 Class members) throughout California.

22 15. Defendant D SILICON LLC (“D SILICON”) is a California limited liability
23 company owned and operated by GALAXY MANAGEMENT COMPANY LLC and its agents and
24 with it’s principle place of business in California. Plaintiff is informed and believes, and thereupon
25 alleges, that D SILICON employed, and continues to employ, individuals (including Plaintiff and
26 Class members) throughout California.

27 16. Defendant D VACA LLC (“D VACA”) is a California limited liability company
28 owned and operated by GALAXY MANAGEMENT COMPANY LLC and its agents and with it’s

1 principle place of business in California. Plaintiff is informed and believes, and thereupon alleges,
2 that D VACA employed, and continues to employ, individuals (including Plaintiff and Class
3 members) throughout California.

4 17. Defendant D WALNUT LLC (“D WALNUT”) is a California limited liability
5 company owned and operated by GALAXY MANAGEMENT COMPANY LLC and its agents and
6 with it’s principle place of business in California. Plaintiff is informed and believes, and thereupon
7 alleges, that D WALNUT employed, and continues to employ, individuals (including Plaintiff and
8 Class members) throughout California.

9 18. Defendant D TUR HOTEL LLC (“D TUR”) is a California limited liability company
10 owned and operated by GALAXY MANAGEMENT COMPANY LLC and its agents and with it’s
11 principle place of business in California. Plaintiff is informed and believes, and thereupon alleges,
12 that D TUR employed, and continues to employ, individuals (including Plaintiff and Class members)
13 throughout California.

14 19. Upon information and belief, Defendant D 3145 SANTA N LLC, GALAXY
15 MANAGEMENT COMPANY, LLC, D TRAC, D 2760, D LASSEN, D MOD HOTEL, D
16 PETALUMA, D SAN JOSE, D SILICON, D VACA, D TUR, and D WALNUT have common
17 management, interrelationship between operations, centralized control of labor relations, common
18 ownership and financial control such that these entities operated as a single, integrated enterprise
19 with regard to Class Members’ employment. Alternatively, Plaintiff is informed and believes and
20 thereon alleges that Defendant D 3145 SANTA N LLC, GALAXY MANAGEMENT COMPANY,
21 LLC, D TRAC, D 2760, D LASSEN, D MOD HOTEL, D PETALUMA, D SAN JOSE, D
22 SILICON, D VACA, D TUR, and D WALNUT were their joint employers.

23 20. The true names and capacities, whether individual, corporate, associate, or whatever
24 else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to
25 Plaintiff, who therefore sue these Defendants by such fictitious names under Code of Civil
26 Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated
27 herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner
28 for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to

1 reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when
2 their identities become known.

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

12 22. Whenever and wherever reference is made in this Complaint to any act by a
13 defendant or defendants, such allegations and references shall also be deemed to mean the acts and
14 failures to act of each defendant acting individually, jointly, and severally.

15 23. Whenever and wherever reference is made to individuals who are not named as a
16 Defendant in this Complaint but were agents, servants, employees and/or supervisors of Defendants,
17 such individuals at all relevant times acted on behalf of Defendants within the scope of their
18 employment.

19 **JURISDICTION AND VENUE**

20 24. This Court has jurisdiction over this Action pursuant to California Code of Civil
21 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
22 a Class Action on behalf of similarly situated Class Members of Defendants pursuant to California
23 Code of Civil Procedure § 382.

24 25. Venue as to Defendants is also proper in this judicial district pursuant to California
25 Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities
26 giving rise to this lawsuit occurred in part in SONOMA County. Defendants maintain and operate
27 facilities in SONOMA County and employ Plaintiff and other Class Members in SONOMA County,
28 while doing business throughout California.

FACTUAL BACKGROUND

26. Class Members consistently worked at Defendants behest without being paid all wages due. Class Members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Class Members all wages due and owing, including by requiring off the clock work; failing to incorporate non-discretionary bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break premiums; unlawfully rounding to their detriment, failing to provide meal and/or rest breaks; and failing to pay meal and/or rest break premiums, all in violation of various provisions of the California Labor Code and applicable Wage Orders.

27. During the course of Plaintiff and Class Members' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Defendants required Class Members to perform pre-shift and post-shift off the clock work that they were not compensated for despite being subject to Defendants' control. For instance, at the beginning of Plaintiff and Class Members' shift, they were required to complete COVID-19 screenings which included filling out a questionnaire.

28. Moreover, Defendants had a consistent policy and practice of unlawfully rounding hours worked to the detriment of the Class Members. Rather than paying Class Members for all hours and minutes they actually worked, Defendants followed a uniform policy and practice of rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or 30-minute time increment), and generally did so to the detriment of the Class Members, and Plaintiff contend this policy is not neutral and resulted, over time, to the detriment of the Class Members by systematically under-compensating them. Rather than reflecting the actual hours worked by Class Members, the time entries were rounded and reduced to reflect the scheduled work time rather than the actual hours worked. These unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created.

29. Defendants also failed to pay Class Members all wages due and owing because Defendants failed to incorporate non-discretionary bonuses, commissions and/or shift differentials

1 into the regular rate of pay. Contrary to the requirements of the Labor Code and IWC Wage Orders
2 under California law, Defendants did not incorporate these non-discretionary bonuses, commissions
3 and/or shift differentials paid to the Class Members into the regular rate of pay Defendants used to
4 calculate and pay for overtime, sick pay, and meal and rest break premiums.

5 30. By implementing policies, programs, practices, procedures and protocols,
6 Defendants' willful actions resulted in the systematic underpayment of wages to Class Members,
7 including underpayment of overtime pay to Class Members over the relevant time period. For
8 example, Plaintiff began receiving overtime pay later than she should have as a result of Defendants
9 requiring her to work off the clock.

10 31. As a result of the above-described requirements to work off the clock and the other
11 wage violations they endured at Defendants' hands, Class Members were not properly paid all wages
12 earned and all wages owed to them by Defendants, including when working more than eight (8)
13 hours in any given day and/or more than forty (40) hours in any given week.

14 32. As a result of Defendants' unlawful policies and practices, Class Members incurred
15 overtime hours worked for which they were not adequately and completely compensated, in addition
16 to the hours they were required to work off the clock. To the extent applicable, Defendants also
17 failed to pay Class Members at an overtime rate of 1.5 times the regular rate for the first eight hours
18 of the seventh consecutive workday in a week and overtime payments at the rate of two times the
19 regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under
20 the Labor Code and applicable IWC Wage Orders.

21 33. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
22 to the present, Defendants had a consistent policy or practice of failing to pay Class Members for
23 all hours worked and failing to pay minimum wages for all time worked, as required by California
24 law. Defendants thus failed to pay Class Members at least minimum wages for all the time they
25 worked for Defendants in violation of the Labor Code and applicable IWC Wage Orders as the
26 actual times when Class Members were under the control and direction of Defendants was under
27 reported in the hours reflected on the timekeeping records. Furthermore, Defendants' willful actions
28 resulted in the systematic underpayment of wages to Class Members, including underpayment of

overtime pay to Class Members over a period of time.

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

35. Additionally, Defendants failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Class Members, as required by the applicable Wage Order and Labor Code. Class Members were required to perform work as ordered by Defendants for more than five (5) hours during a shift but were often required to do so without receiving a lawful and timely meal break. In addition, Defendants unlawfully required Class Members to carry walkie-talkies and respond to work demands at all times, including during meal periods, and prohibited Class Members from leaving the work premises during meal periods. Defendants placed their needs over Class Members lawful meal breaks and this resulted in Class Members often having to work through their scheduled meal breaks, or otherwise take shortened ones, because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off duty meal break.

36. On the occasions when Class Members worked over 10 hours in a shift, Defendants also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a result, Defendants' failure to provide Class Members with all legally required off-duty, unpaid meal periods and all the legally required off-duty is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Class Members "premium pay," i.e. one hour of wages at each Class Member's effective hourly rate of pay, for each meal period that Defendants failed to provide or deficiently provided.

37. Therefore, for at least four years prior to the filing of this action through the present, Defendants regularly required Class Members to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in

1 excess of (10) hours without providing them with second meal periods of not less than thirty
2 minutes; nor did Defendants pay Class Members “premium pay,” i.e. one hour of wages at each
3 Class Member’s effective hourly rate of pay, for each meal period that Defendants failed to provide
4 or deficiently provided.

5 38. Meal period violations thus occurred in one or more of the following manners:

- 6 (a) Class Members were not provided full thirty-minute duty free meal periods
7 for work days in excess of five (5) hours and were not compensated one (1)
8 hour’s wages in lieu thereof, all in violation of, among others, Labor Code
9 §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage
10 Order(s);
- 11 (b) Class Members were not provided second full thirty-minute duty free meal
12 periods for work days in excess of ten (10) hours;
- 13 (c) Class Members were required to work through at least part of their daily
14 meal period(s);
- 15 (d) Meal periods were provided after five (5) hours of continuous work during
16 a shift;
- 17 (e) When meal periods were taken, Class Members were prohibited from
18 leaving the premises; and
- 19 (f) Class Members were restricted in their ability to take a full thirty-minute
20 meal period.

21 39. Class Members were also not authorized and permitted to take lawful rest periods,
22 were systematically required by Defendants to work through or during breaks and were not provided
23 with one (1) hour of wages in lieu thereof. Class Members were restricted in their ability to take
24 their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods.
25 In addition, Defendants unlawfully required Class Members to carry walkie-talkies and respond to
26 work demands at all times, including while on rest breaks, and prohibited Class Members from
27 leaving the work premises during rest periods. Therefore, from at least four years prior to the filing
28 of this lawsuit and continuing to the present, Defendants have consistently failed to provide Class

Members with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, or major fraction thereof, nor did Defendants pay Class Members premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

40. Rest period violations therefore arose in one or more of the following manners:

- (a) Class Members were required to work without being provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided;
- (b) Class Members were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof;
- (c) When rest periods were taken, Class Members were prohibited from leaving the premises; and
- (d) Class Members were required to remain on-duty during rest periods or otherwise had their rest periods interrupted by work demands.

41. Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Class Members failed to properly include the name and address of the legal entity that is the employer. Thus, the wage statements do not comply with Labor Code § 226(a)(8). Moreover, the wage statements failed to accurately account for unpaid wages and overtime because their actual hours were under-reported due to off the clock work and unlawful rounding of hours. Additionally, the wage statements given to Class Members failed to incorporate non-discretionary bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay overtime compensation, sick pay, and meal and rest break premiums. Thus, the wage statements do not comply with Labor Code § 226(a)(9). Finally, the wage statements given to Class Members failed to accurately account for premium pay for deficiently provided meal periods and rest breaks.

42. From at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have thus also had a consistent policy of failing to pay all wages owed to Class Members at the time of their termination of within seventy-two (72) hours of their resignation, as required by

1 California wage-and-hour laws. Specifically, Plaintiff did not receive all wages owed at the time of
2 her termination but instead received only some of her wages at the time of termination and received
3 a subsequent paycheck from Defendants more than 30 days later. Additionally, Class Members were
4 not paid all regular and overtime wages because Defendants failed to pay for all hours worked by
5 required off the clock work, unlawful rounding of hours, failed to incorporate non-discretionary
6 bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay
7 for overtime, sick pay, and meal and rest break premiums, and failed to pay meal and rest break
8 premiums owed, as further detailed in this Complaint. Defendants' failure to pay said wages within
9 the required time was willful within the meaning of Labor Code § 203.

10 43. Defendants also had a common policy and practice of systemically failing to pay
11 Plaintiff and Class Members the requisite and accrued vacation time pay in accordance with
12 California Law. Specifically, Defendants failed to pay all accrued vacation time and/or paid time
13 off owed to Plaintiff and Class Members upon their separation from employment. Defendants also
14 maintain an unlawful vacation policy wherein vacation time for terminated employees or employees
15 that quit without a two-week noticed is "forfeited" and not paid.

16 44. Moreover, Defendants maintained a consistently applied policy and practice of not
17 paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and
18 failed to pay all wages earned between the 16th and the last day of the month between the 1st and
19 10th day of the following month pursuant to Labor Code 204. Defendants similarly failed to pay all
20 wages earned by not more than seven (7) calendar days following the close of the payroll period.

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

24 46. Likewise, from at least four (4) years prior to filing this lawsuit and continuing to the
25 present, Defendants have had a consistent policy of denying Class Members the right to inspect and
26 receive all of their payroll records, timecards, and personnel records.

27 47. Defendants had a common policy and practice of systemically failing to pay Class
28 Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and

1 Class Members were not allowed to use their sick time for shifts where they called in sick but instead
2 had their hours reduced by the number of hours they were out sick. Defendants also maintained an
3 unlawful policy that required Class Members to use sick time in eight (8) hour increments and forbid
4 Class Members from using any sick days during their final two weeks of employment.

5 48. Additionally, from at least four (4) years prior to the filing of this lawsuit and
6 continuing to the present, Defendants have regularly required Plaintiff to incur business expenses in
7 the course of performing their required job duties for Defendants including for purchasing necessary
8 cleaning supplies and use of personal cleaning tools, such as vacuums. Upon information and belief,
9 Class Members incurred similar costs. These expenses incurred by Plaintiff and Class Members
10 were necessary and required of them in performing their assigned job duties, but Defendants failed
11 to reimburse Class Members for all such necessary expenditures, thus entitling them to
12 reimbursement according to proof as required under Labor Code § 2802 and the applicable
13 provisions of the IWC Wage Orders.

14 49. In light of the foregoing, Plaintiff and Class Members bring this action pursuant to,
15 *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 227.3, 510, 512, 558,
16 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698 et seq., 2802 and
17 California Code of Regulations, Title 8, section 11000 et seq.

18 50. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
19 and the Class Members seek injunctive relief, restitution, and disgorgement of all benefits
20 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
21 fraudulent practices alleged in this Complaint.

22 **CLASS ALLEGATIONS**

23 51. Plaintiff seeks to represent the Subclasses composed of and defined as follows:

24 a. Subclass 1. Minimum Wages Subclass. All Class Members who were not
25 compensated for all hours worked for Defendants at the applicable minimum wage.

26 b. Subclass 2. Overtime Subclass. All Class Members who were not compensated for
27 all hours worked for Defendants at the required rates of pay, including for all hours worked in excess
28 of eight in a day and/or forty in a week.

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

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

8 e. Subclass 5. Wage Statement Subclass. All Class Members who, within the
9 applicable limitations period, were not provided with accurate itemized wage statements.

10 f. Subclass 6. 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.

14 g. Subclass 7. Vacation Pay Subclass. All Class Members who earned vacation time
15 and/or paid time off without receiving compensation for all vested paid vacation.

16 h. Subclass 8: Failure to Timely Pay Wages When Due Subclass. All Class Members
17 who were subject to Defendants' policy and practice of not timely paying all wages earned when
18 they were due and payable.

19 i. Subclass 9. Payroll Records Subclass. All Class members who were subject to
20 Defendants' policy and/or practice of failing to keep accurate time and wage records as required by
21 California wage-and-hour laws.

22 j. Subclass 10. Expense Reimbursement Subclass. All Class Members who incurred
23 necessary and reasonable expenses in connection with performing their job duties for Defendant and
24 who were subject to a policy and/or practice under which such expenses were not reimbursed.

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

28 52. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify

1 the class description with greater particularity or further division into subclasses or limitation to
2 particular issues. To the extent equitable tolling operates to toll claims by the Class against
3 Defendants, the Class Period should be adjusted accordingly.

4 53. Defendants, as a matter of company policy, practice and procedure, and in violation
5 of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements,
6 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in
7 a practice whereby Defendants failed to correctly calculate compensation for the time worked by
8 Class Members, even though Defendants enjoyed the benefit of this work, required Class Members
9 to perform this work and permitted or suffered to permit this work. Defendants have uniformly
10 denied these Class Members wages to which these employees are entitled and failed to provide meal
11 periods or authorize and permit rest periods, in order to unfairly cheat the competition and
12 unlawfully profit.

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

16 **A. Numerosity**

17 55. The potential members of the class as defined are so numerous that joinder of all the
18 member of the class is impracticable. While the precise number of class member has not been
19 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
20 time period relevant to this lawsuit, hundreds of employees who satisfy the Class definition within
21 the State of California.

22 56. Accounting for employee turnover during the relevant time period increases this
23 number substantially. Plaintiff alleges that Defendants’ employment records will provide
24 information as to the number and location of all Class Members.

25 **B. Commonality**

26 57. There are questions of law and fact common to the Class that predominates over any
27 questions affecting only individual Class Members. These common questions of law and fact
28 include:

- a. Whether Defendants failed to pay Class Members minimum wages;
- b. Whether Defendants failed to pay Class Members wages for all hours worked;
- c. Whether Defendants failed to pay Class Members overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Class Members with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Class Members to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Class Members with inaccurate wage statements;
- g. 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;
- h. Whether Defendants violated Labor Code 227.3 by failing to properly pay vacation wages;
Whether Defendants violated Labor Code § 204 by failing to timely pay wages when due;
- i. Whether Defendants violated Labor Code §§ 226 and 1174 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- j. Whether Defendants violated Labor Code § 1194 by failing to compensate all Class Members during the relevant time period for all hours worked, whether regular or overtime;
- k. Whether Defendant violated Labor Code §§ 226 and 1198.5 by failing to produce requested employment records;
- l. Whether Defendants violation Labor Code § 246 by failing to properly provide sick pay;

- 1 m. Whether Defendants violated Labor Code § 2802 by failing to reimburse all
2 necessary business expenses Defendants required them to incur in performing their
3 job duties;
- 4 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- 5 o. Whether Defendants conduct was willful; and
- 6 p. Whether Class Members are entitled to equitable relief pursuant to Business and
7 Professions Code § 17200 *et seq.*

8 **C. Typicality**

9 58. The claims of the named plaintiff is typical of those of Class Members. The Class
10 Members all sustained injuries and damages arising out of and caused by Defendants' common
11 course of conduct in violation of statutes, as well as regulations that have the force and effect of law,
12 as alleged herein.

13 **D. Adequacy of Representation**

14 59. Plaintiff will fairly and adequately represent and protect the interest of the Class
15 Members. Counsel who represents Class Members are experienced and competent in litigating
16 employment class actions.

17 **E. Superiority of Class Action**

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

24 61. As to the issues raised in this case, a class action is superior to all other methods for
25 the fair and efficient adjudication of this controversy, as joinder of all Class Members is
26 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
27 Members. Further, as the economic or other loss suffered by vast numbers of Class Members may
28 be relatively small, the expense and burden of individual actions makes it difficult for the Class

1 Members to individually redress the wrongs they have suffered. Moreover, in the event
2 disgorgement is ordered, a class action is the only mechanism that will permit the employment of a
3 fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
4 managing this case as a class action, and proceeding on a class-wide basis will permit Class
5 Members to vindicate their rights for violations they endured which they would otherwise be
6 foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to
7 them.

8 62. Class action treatment will allow those persons similarly situated to litigate their
9 claims in the manner that is most efficient and economical for the parties and the judicial system.
10 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
11 Plaintiff contemplates the eventual issuance of notice to the proposed Class Members that would set
12 forth the subject and nature of the instant action. The Defendants' own business records can be
13 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that
14 any further notice is required additional media and/or mailings can be used.

15 63. Defendants, as prospective and actual employers of the Class Members, had a special
16 fiduciary duty to disclose to prospective Class Members the true facts surrounding Defendants' pay
17 practices, policies and working conditions imposed upon Class Members as well as the effect of any
18 alleged arbitration agreements that may have been forced upon them. In addition, Defendants knew
19 they possessed special knowledge about pay practices and policies, most notably intentionally
20 refusing to pay for all hours actually worked which should have been recorded in Defendants' pay
21 records and the consequence of the alleged arbitration agreements and policies and practices on
22 Class Members.

23 64. Class Members did not discover the fact that they were entitled to all pay under the
24 Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about
25 Plaintiff's and the Class' waiver of their Constitutional rights of trial by jury, right to collectively
26 organize and oppose unlawful pay practices under California law as well as obtain injunctive relief
27 preventing such practices from continuing. As a result, the applicable statutes of limitation were
28 tolled until such time as Plaintiff and the Class Members discovered their claims.

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

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

66. Defendants failed to pay Class Members minimum wages for all hours worked. Defendants had a consistent policy of misstating Class Members' time records and failing to pay Class Members for all hours worked. Class Members would work hours and not receive wages, including as alleged above in connection with off the clock work and unlawful rounding of hours. Additionally, Defendants failed to incorporate non-discretionary bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay overtime. Defendants, and each of them, have intentionally and improperly changed, adjusted and/or modified the hours of Class Members, which resulted in off the clock work and underpayment of all wages owed to Class Members over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Class Members, to their detriment. Additionally, Defendants had a consistent policy of failing to pay Class Members for hours worked during alleged meal and rest periods for which Class Members were consistently denied, as also addressed herein. 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 Class Members as to minimum wage pay.

67. In California, employees must be paid at least the then applicable state minimum wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

68. 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."

69. The applicable minimum wages fixed by the commission for work during the

1 relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

2 70. The minimum wage provisions of California Labor Code are enforceable by private
3 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
4 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
5 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
6 balance of the full amount of this minimum wage or overtime compensation, including interest
7 thereon, reasonable attorney’s fees and costs of suit.”

8 71. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
9 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
10 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
11 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
12 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may
13 be used as a credit against a minimum wage obligation.

14 72. In committing these violations of the California Labor Code, Defendants
15 inaccurately recorded, or required Class Members to input times that did not reflect their actual
16 hours worked, or calculated the correct time worked and consequently underpaid the actual time
17 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all earned
18 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
19 Commission requirements and other applicable laws and regulations. As a result of these violations,
20 Defendant also failed to timely pay all wages earned in accordance with California Labor Code §
21 1194.

22 73. California Labor Code § 1194.2 also provides for the following remedies: “In any
23 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
24 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
25 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

26 74. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
27 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely
28 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee

1 minimum wages.

2 75. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to
3 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

4 76. Defendants have the ability to pay minimum wages for all time worked and have
5 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
6 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class Members.

7 77. Wherefore, Class Members are entitled to recover the unpaid minimum wages
8 (including double minimum wages), liquidated damages in an amount equal to the minimum wages
9 unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to
10 California Labor Code § 1194(a). Plaintiff and the other members of the Class further request
11 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
12 of any statutory penalties against Defendants, in a sum as provided by the California Labor Code,
13 including § 558, and/or other applicable statutes.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME UNDER LABOR CODE § 510**

16 **(Against All Defendants)**

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

19 79. California Labor Code § 1194 provides that "any employee receiving less than the
20 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
21 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
22 compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action
23 may be maintained directly against the employer in an employee's name without first filing a claim
24 with the Division of Labor Standards and Enforcement.

25 80. By their conduct, as set forth herein, Defendants violated California Labor Code §
26 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Class Members:
27 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
28 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on

1 the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked
2 in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours
3 on any seventh day of work in a workweek.

4 81. Defendants had a consistent policy of not paying Class Members wages for all hours
5 worked, including by requiring off the clock work and by unlawfully rounding down actual hours
6 worked as addressed above. Additionally, Defendants failed to incorporate non-discretionary
7 bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay
8 overtime. Defendants, and each of them, have intentionally and improperly rounded, changed,
9 adjusted, and/or modified certain employees' hours, including Plaintiff's, in order to avoid paying
10 Class Members all earned and owed straight time and overtime wages and other benefits, in violation
11 of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and
12 guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also
13 violated these provisions by requiring Class Members to work through portions of their meal period.
14 Therefore, Class Members were not properly compensated, nor were they paid overtime rates for
15 hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on
16 information and belief, Defendants did not make available to Class Members a reasonable protocol
17 for correcting time records when Class Members worked overtime hours or to fix incorrect time
18 entries.

19 82. Defendants' failure to pay Class Members the unpaid balance of regular wages owed
20 and overtime compensation, as required by California law, violates the provisions of Labor Code
21 §§ 510 and 1198, and is therefore unlawful.

22 83. Additionally, Labor Code § 558(a) provides "any employer or other person acting on
23 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
24 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
25 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
26 pay period for which the employee was underpaid in addition to an amount sufficient to recover
27 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
28 employee for each pay period for which the employee was underpaid in addition to an amount

1 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
2 the affected employee.” Labor Code § 558(c) states, “the civil penalties provided for in this section
3 are in addition to any other civil or criminal penalty provided by law.” Defendants have violated
4 provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.
5 Accordingly, Plaintiff and the Class Members seek the remedies set forth in Labor Code § 558.

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

12 85. Class Members have been damaged by these violations of California Labor Code §§
13 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

14 86. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204,
15 510, 558, and 1194, and the applicable IWC Wage Order, paragraph 3(A) and 4(B), Defendants are
16 liable to Class Members for the full amount of all their unpaid wages and overtime compensation,
17 with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any
18 statutory penalties against Defendants, and each of them, and any additional sums as provided by
19 the Labor Code and/or other statutes.

20 **THIRD CAUSE OF ACTION**

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

22 **(Against All Defendants)**

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

25 88. Class Members regularly worked shifts greater than five (5) hours and in some
26 instances, greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ
27 someone for a shift of more than five (5) hours without providing him or her with a meal period of
28 not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or

her with a second meal period of not less than thirty (30) minutes.

89. As discussed above, Defendants failed to provide Class Members with meal periods as required under the Labor Code. Defendants placed their needs over Class Members lawful meal breaks and this resulted in Class Members consistently having to work through their scheduled meal breaks because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off-duty meal break. In addition, Defendants unlawfully required Class Members to carry walkie-talkies and respond to work demands at all times, including during meal periods, and prohibited Class Members from leaving the work premises during meal periods. Furthermore, upon information and belief, on the occasions when Class Members worked more than ten (10) hours in a given shift, they did so without receiving a second uninterrupted thirty (30) minute meal period as required by law.

90. Defendants thus failed to provide Class Members with meal periods as required by the Labor Code, including by not providing them with the opportunity to take meal breaks, by providing them late or for less than thirty (30) minutes, or by requiring them to perform work during breaks.

91. Moreover, Defendants failed to compensate Class Members for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Defendants failed to compensate Class Members for each meal period not provided or inadequately provided, as required under Labor Code § 226.7.

92. Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, paragraph 11, Class Members 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, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes.

///

1 **FOURTH CAUSE OF ACTION**

2 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

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

6 94. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
7 that employers must authorize and permit all employees to take rest periods at the rate of ten (10)
8 minutes net rest time per four (4) work hours.

9 95. Class Members consistently worked consecutive four (4) hour shifts and were
10 generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize
11 and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC Wage
12 Order, Class Members were entitled to paid rest breaks of not less than ten (10) minutes for each
13 consecutive four (4) hour shift, and Defendants failed to provide Class Members with timely rest
14 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants placed
15 their needs over Class Members lawful rest breaks and this resulted in Class Members consistently
16 having to work through their scheduled rest breaks because the demands of the job would not avail
17 them the opportunity to take a lawfully uninterrupted and off-duty rest break. In addition,
18 Defendants unlawfully required Class Members to carry walkie-talkies and respond to work
19 demands at all time, including while on rest breaks, and prohibited Class Members from leaving the
20 work premises during rest periods. Thus, Class Members were consistently denied of their rest
21 breaks.

22 96. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide
23 that if an employer fails to provide an employee a rest period in accordance with this section, the
24 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
25 for each workday that the rest period is not provided.

26 97. Defendants, and each of them, have therefore intentionally and improperly denied
27 rest periods to Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the
28 applicable IWC Wage Orders.

98. Defendants failed to authorize and permit Class Members to take rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Class Members with an additional hour of pay at each Class Member's effective hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

99. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC Wage Orders, Class Members are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS UNDER

LABOR CODE § 226(a)

(Against All Defendants)

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

101. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; 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.

102. Defendants failed to provide Class Members with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Class Members failed to include the name and address of the legal entity that is the employer. Thus, the wage statements do not comply with Labor Code § 226(a)(8). Additionally, the wage statements given to Class Members failed to incorporate non-discretionary bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay overtime compensation, sick pay,

1 and meal and rest break premiums. Thus, the wage statements do not comply with Labor Code §
2 226(a)(9). Moreover, the wage statements failed to accurately account for unpaid wages and
3 overtime because their actual hours were under-reported due to off the clock work and unlawful
4 rounding of hours. Additionally, the wage statements given to Class Members failed to accurately
5 account for premium pay for deficiently provided meal periods and rest breaks.

6 103. Throughout the liability period, Defendants intentionally failed to furnish to Class
7 Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages
8 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
9 applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
10 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only
11 the last four digits of his or her social security number or an employee identification number other
12 than a social security number, (8) the name and address of the legal entity that is the employer and
13 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by the employee pursuant to Labor Code § 226, amongst other statutory
15 requirements. Defendants knowingly and intentionally failed to provide Class Members with such
16 timely and accurate wage and hour statements.

17 104. Class Members suffered injury as a result of Defendants' knowing and intentional
18 failure to provide them with the accurate wage and hour statements as required by law and are
19 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the
20 Defendants have failed to provide wage statements with accurate and complete information as
21 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class Members
22 cannot promptly and easily determine from the wage statement alone one or more of the following:
23 (i) The amount of the gross wages or net wages paid to the employee during the pay period or any
24 of the other information required to be provided on the itemized wage statement pursuant to items
25 (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from
26 gross wages to determine the net wages paid to the employee during the pay period, (iii) The name
27 and address of the employer and, (iv) The name of the employee and only the last four digits of his
28 or her social security number or an employee identification number other than a social security

1 number. For purposes of Labor Code § 226(e) “promptly and easily determine” means a reasonable
2 person [i.e. an objective standard] would be able to readily ascertain the information without
3 reference to other documents or information.

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

9 106. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC
10 Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual damages
11 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
12 (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
13 thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys’ fees.

14 **SIXTH CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE § 203**

16 **(Against All Defendants)**

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

19 108. Numerous Class Members are no longer employed by Defendants; they either quit
20 Defendants’ employ or were fired therefrom.

21 109. Defendants failed to pay these Class Members all wages due and certain at the time
22 of termination or within seventy-two (72) hours of resignation.

23 110. The wages withheld from these Class Members by Defendants remained due and
24 owing for more than thirty (30) days from the date of separation from employment.

25 111. Defendants failed to pay Class Members without abatement, all wages as defined by
26 applicable California law. Specifically, Plaintiff did not receive all wages owed at the time of her
27 termination but instead received only some of her wages at the time of termination and received a
28 subsequent paycheck from Defendants more than 30 days later. Additionally, Class Members were

1 not paid all regular and overtime wages because Defendants failed to pay for all hours worked by
2 required off the clock work, unlawful rounding of hours, and failing to incorporate non-discretionary
3 bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay
4 for overtime, sick pay, and meal and rest break premiums. Additionally, Defendants failed to pay
5 premium wages owed for unprovided meal periods and rest periods, as further detailed in this
6 Complaint. Defendants' failure to pay said wages within the required time was willful within the
7 meaning of Labor Code § 203.

8 112. Defendants' failure to pay wages, as alleged entitles these Class Members to
9 penalties under Labor Code § 203, which provides that an employee's wages shall continue until
10 paid for up to thirty (30) days from the date they were due.

11 **SEVENTH CAUSE OF ACTION**

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

13 **(Against All Defendants)**

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

16 114. California Labor Code section 227.3 provides:

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

23 115. At all relevant times during the applicable limitations period, Plaintiff and Class
24 Members accrued vacation time, and/or paid time off, during their employment with Defendants.

25 116. However, Defendants implemented a common policy and practice of failing to pay
26 Plaintiff and Class Members for all accrued vacation wages upon separation of employment, in
27 violation of Labor Code 227.3.

28 117. By reason of the above, Plaintiff and Class Members are entitled to restitution for all

1 unpaid amounts due and owing to within four (4) years of the date of the filing of the original
2 Complaint until the date of entry of judgment.

3 118. Defendants' failure to pay wages as alleged entitles these Class Members to interest
4 thereon pursuant to California Labor Code section 218.6, costs pursuant to California Labor Code
5 section 218.6, and reasonable attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5.

7 **EIGHTH CAUSE OF ACTION**

8 **FAILURE TO TIMELY PAY WAGES WHEN DUE UNDER LABOR CODE § 204**

9 **(Against All Defendants)**

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

12 120. Labor Code § 204 instructs that: "All wages, ...earned by any person in any
13 employment are due and payable twice during each calendar month, on days designated in advance
14 by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive,
15 of any calendar month shall be paid for between the 16th and the 26th day of the month during
16 which the labor was performed, and labor performed between the 16th and the last day, inclusive,
17 of any calendar month, shall be paid for between the 1st and 10th day of the following month."
18 Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for
19 weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days
20 following the close of the payroll period." As detailed above, Defendants maintained a consistently
21 applied policy and practice of not paying all wages earned between the 1st and 15th days of a month
22 between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day
23 of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay
24 all wages earned by not more than seven calendar days following the close of the payroll period.

25 121. All wages due and owing to Plaintiff and the Class Members, including as required
26 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail above.
27 Additionally, wages required by Labor Code § 1194 and other sections became due and payable to
28 each Class Member in each pay period that he or she was not provided with a meal period or rest

1 period or paid straight or overtime wages or commissions to which he or she was entitled.

2 122. Defendants thus violated Labor Code § 204 by systematically refusing to pay wages
3 due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable
4 IWC Wage Orders, employers are required “to pay each employee, on the established payday for
5 the period involved, not less than the applicable minimum wage for all hours worked in the payroll
6 period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than
7 those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff
8 and the Class Members may therefore pursue damages and penalties for violations of Labor Code §
9 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph
10 20 of the applicable IWC Wage Orders.

11 123. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to
12 represent they have been deprived of wages in amounts to be determined at trial, and they are entitled
13 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant
14 to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC
15 Wage Orders.

16 **NINTH CAUSE OF ACTION**

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

18 **AND 1174.5**

19 **(Against All Defendants)**

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

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

26 126. During the course of Plaintiff’s and Class Members’ employment, Defendants
27 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
28 required by California Labor Code § 1174 by failing to pay Plaintiff and Class Members proper

1 wages, overtime, and premium pay as discussed above.

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

4 **TENTH CAUSE OF ACTION**

5 **FAILURE TO PRODUCE REQUESTED EMPLOYMENT RECORDS UNDER LABOR**

6 **CODE §§ 226 and 1198**

7 **(Against All Defendants)**

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

10 129. Pursuant to California Labor Code § 226, current and former employees have the
11 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
12 request to their employer. Under this statute, an employer that receives a request to inspect or receive
13 a copy of records pertaining to a current or former employee must comply with the request as soon
14 as practicable, but no later than twenty-one calendar days from the date of the request.

15 130. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
16 or his or her representative, has the right to inspect and receive a copy of the personnel records that
17 the employer maintains relating to the employee's performance or to any grievance concerning the
18 employee. Under this statute, upon written request from a current or former employee or his or her
19 representative, an employer must make the contents of those personnel records available for
20 inspection or provide a copy of the personnel records to the current or former employee, or his or
21 her representative, not later than thirty calendar days from the date the employer receives the written
22 request, subject to some limited exceptions. Failure to comply with these requests allows for a civil
23 penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

24 131. Plaintiff sent written requests through her counsel to Defendants for their payroll
25 records, timecards, and personnel records. However, Plaintiff has not received all of her requested
26 records as of the date of this Complaint.

27 132. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
28 produce the required records requested by Plaintiff.

133. On information and belief, Defendants' failure to provide Plaintiff with all of her requested employment records is not an isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff and Employees.

134. Pursuant to California Labor Code § 1198.5, Plaintiff and Class Members are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs. Pursuant to California Labor Code § 226(f), Plaintiff is entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other Class Members similarly situated are similarly entitled.

ELEVENTH CAUSE OF ACTION

FAILURE TO PROPERLY PAY SICK PAY UNDER LABOR CODE § 246

(Against All Defendants)

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

136. 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.”

137. 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.

138. Defendants had a common policy and practice of systemically failing to pay Class Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and Class Members were not allowed to use their sick time for shifts where they called in sick but instead had their hours reduced by the number of hours they were out sick. Defendants only allowed Class Members to use sick time in eight (8) hour increments and would not allow Class Members to use

any sick days during their final two weeks of employment. Additionally, the sick pay paid to Plaintiff and Class Members did not account for the non-discretionary bonuses, commissions and/or shift differentials pay, which were never factored into the rate upon which sick pay was accrued and paid.

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

TWELFTH CAUSE OF ACTION

REIMBURSEMENT OF NECESSARY EXPENDITURES UNDER LABOR CODE § 2802

(Against All Defendants)

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

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

142. Defendants have regularly required Class Members to incur business expenses in the course of performing their required job duties for Defendants including for purchasing necessary cleaning supplies and use of personal cleaning tools, such as vacuums. These expenses incurred by Class Members were necessary and required of them in performing their assigned job duties. However, Class Members were not reimbursed for those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

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

///

1 **THIRTEENTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

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

14 147. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
15 practices. By the conduct alleged herein, Defendants’ practices were deceptive and fraudulent in
16 that Defendants’ policy and practice failed to provide the required amount of compensation for
17 missed meal and rest breaks, and failed to adequately compensate Class Members for all hours
18 worked, due to systematic business practices as alleged herein that cannot be justified, pursuant to
19 the applicable California Labor Code and Industrial Welfare Commission requirements in violation
20 of California Business and Professions Code §§ 17200, *et seq.*, and for which this Court should issue
21 injunctive and equitable relief, pursuant to California Business & Professions Code § 17203,
22 including restitution of wages wrongfully withheld.

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

1 labor standards.

2 149. Defendants have violated statutes and public policies. Through the conduct alleged
3 in this Complaint Defendants have acted contrary to these public policies, have violated specific
4 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
5 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
6 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
7 guaranteed to all employees under the law.

8 150. Defendants' conduct, as alleged above, constitutes unfair competition in violation of
9 the Business & Professions Code § 17200 *et seq.*

10 151. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
11 overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise of
12 reasonable care should have known that their conduct was unlawful; therefore their conduct violates
13 the Business & Professions Code § 17200 *et seq.*

14 152. By the conduct alleged herein, Defendants have engaged and continue to engage in
15 a business practice which violates California and federal law, including but not limited to, the
16 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
17 Code including Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558,
18 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, for which this Court
19 should issue declaratory and other equitable relief pursuant to California Business & Professions
20 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
21 competition, including restitution of wages wrongfully withheld.

22 153. As a proximate result of the above-mentioned acts of Defendants, Class Members
23 have been damaged, in a sum to be proven at trial.

24 154. Unless restrained by this Court Defendants will continue to engage in such unlawful
25 conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make
26 such orders or judgments, including the appointment of a receiver, as may be necessary to prevent
27 the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited
28 by the Business & Professions Code, including but not limited to the disgorgement of such profits

1 as may be necessary to restore Class Members to the money Defendants have unlawfully failed to
2 pay.

3 **FOURTEENTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 2698, ET SEQ.**
5 **(Against All Defendants)**

6 155. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 156. Plaintiff and the Employees in the Class are also aggrieved employees as defined
9 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either
10 were or are employed by the alleged violators, Defendants (“Aggrieved Employees”) during the
11 relevant time period.

12 157. In failing to pay Aggrieved Employees minimum wages and overtime, not providing
13 proper meal and rest periods, failing to provide accurate wage statements, and failing to Pay
14 Employees upon termination or timely upon resignation, all discussed above, Defendants failed to
15 timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code §
16 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages
17 paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable
18 IWC Wage Orders.

19 158. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
20 for Defendants’ violation of Labor Code provisions included under Labor Code 2699.5, including
21 the penalty provisions, without limitation, based, inter alia, on the following California Labor Code
22 sections: 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1,
23 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 *et seq.*

24 159. More specifically, after complying with the notice procedures of Labor Code §
25 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General and
26 other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
27 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
28 including as follows:

1 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
2 earned regular pay and minimum wages for regular hours worked and for failure to pay
3 overtime premium wages for overtime hours worked under Labor Code §§ 226.2, 510,
4 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable
5 IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, and
6 wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and
7 also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

8 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
9 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit
10 them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu
11 thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of
12 the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and
13 applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages
14 under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, and
15 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

16 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
17 Plaintiff and Aggrieved Employees with accurate, itemized wage statements and failure to
18 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§
19 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage
20 Order(s) seeking all civil and statutory penalties and wages available and applicable under
21 Labor Code §§ 226€, 226.3, 558, 1174.5, 1199, 2699(f)(2), and paragraph 20 of the
22 applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code
23 § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to
24 maintain records as required under Labor Code § 226(a), Defendants committed ongoing
25 violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other
26 penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred
27 fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars
28 (\$1,000) per employee for each violation in a subsequent citation, ..."

1 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
2 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
3 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
4 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
5 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
6 § 2699(g)(1);

7 (e) All Alleged Violations of the IWC Wage Orders and Other Labor Code
8 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
9 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
10 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
11 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
12 Labor Code § 2699(g)(1).

13 160. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks
14 the penalties and remedies set forth in Labor Code § 558, which states:

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

24 (b) If upon inspection or investigation the Labor Commissioner determines that a person
25 had paid or caused to be paid a wage for overtime work in violation of any provision of this
26 chapter, or any provision regulation hours and days of work in any order of the Industrial
27 Welfare Commission, the Labor Commissioner may issue a citation. The procedures for
28 issuing, contesting, and enforcing judgments for citations or civil penalties issued by the

1 Labor Commissioner for a violation of this chapter shall be the same as those set out in
2 Section 1197.1.

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

5 161. Plaintiff has exhausted his administrative remedies by sending a certified letter to
6 the LWDA and Defendants postmarked on **February 16, 2024**, addressing in detail the specific
7 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
8 to support the alleged violations and requested penalties. The LWDA has not provided notice of
9 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
10 letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed
11 herein and in the PAGA Notice Letter and the original Complaint.

12 **RELIEF REQUESTED**

13 WHEREFORE, Plaintiff prays for the following relief:

- 14 1. For an order certifying this action as a class action;
- 15 2. For compensatory damages in the amount of the unpaid minimum wages for work
16 performed by Class Members and unpaid overtime compensation from at least four (4) years prior
17 to the filing of this action, as may be proven;
- 18 3. For liquidated damages in the amount equal to the unpaid minimum wage and interest
19 thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 20 4. For compensatory damages in the amount of all unpaid wages, including overtime
21 and double-time pay, as may be proven;
- 22 5. For compensatory damages in the amount of the hourly wage made by Class
23 Members for each missed or deficient meal period where no premium pay was paid therefor from
24 four (4) years prior to the filing of this action, as may be proven;
- 25 6. For compensatory damages in the amount of the hourly wage made by Class
26 Members for each day requisite rest breaks were not provided or were deficiently provided where
27 no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as
28 may be proven;

7. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 227.3, as may be proven;
10. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 204, as may be proven;
11. For penalties pursuant to Labor Code §§ 1174.5 and 1198.5 for Class Members, as may be proven;
12. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 246, as may be proven
13. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 2802, as may be proven;
14. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, 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 penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;
17. For other wages and penalties under the Labor Code as may be proven;
18. For all general, special, and incidental damages as may be proven;
19. For an award of pre-judgment and post-judgment interest;
20. For an award providing for the payment of the costs of this suit;
21. For an award of attorneys' fees; and
22. For such other and further relief as this Court may deem proper and just.

///

///

///

1 DATED: September 22, 2025

D.LAW, INC.

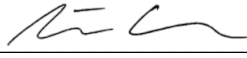
2
3 By: 
4 David Yeremian
5 Natalie Haritounian
6 Matthew J. Carraher
7 Attorneys for Plaintiff JORDAN
8 ALVARENGA, and LINDA BANALES, and
9 all others similarly situated
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

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

DATED: September 22, 2025

D.LAW, INC.

By: 
David Yeremian
Natalie Haritounian
Matthew J. Carraher
Attorneys for Plaintiff JORDAN
ALVARENGA, and LINDA BANALES, and
all others similarly situated

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

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 450 N Brand Blvd, Suite 840, Glendale, CA 91203.

Michael J. Walsh
thewalshfirmnpc@gmail.com
The Walsh Firm, PC
 38 Corporate Park
 Irvine, CA 92606

**1505 Corporation
CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN
CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE**

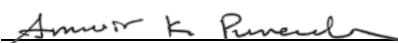
KOY SAECHAO
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

[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.

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

///

Executed on September 22, 2025, at Glendale, California.


Anuvir Purewal