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County of Alameda
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PAYTN EDWARDS, on behalf of themselves
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

PAYTN EDWARDS, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

KIPP BAY AREA SCHOOLS, a California
Nonprofit Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 24CV086759

**CLASS ACTION COMPLAINT FOR DAMAGES
& ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff PAYTN EDWARDS (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Alameda. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Alameda.

PARTIES

5. Plaintiff PAYTN EDWARDS is an individual residing in the State of California, County of San Francisco.

6. Defendant KIPP BAY AREA SCHOOLS, at all times herein mentioned, was and is, upon information and belief, a California Nonprofit Corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Alameda.

7. At all relevant times, Defendant KIPP BAY AREA SCHOOLS was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants KIPP BAY AREA SCHOOLS and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendants KIPP BAY AREA SCHOOLS and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members and aggrieved employees so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

1 All current and former hourly-paid or non-exempt employees who worked for any of the
2 Defendants within the State of California at any time during the period from four years
3 preceding the filing of this Complaint to final judgment and who reside in California.

4 Subclass A: All class members who were subject to Defendants' practice of rounding time
5 recorded for purposes of calculating compensation for time worked or for calculating meal
6 periods.

7 14. Plaintiff reserves the right to establish subclasses as appropriate.

8 15. The class is ascertainable and there is a well-defined community of interest in the litigation:

- 9 a. Numerosity: The class members are so numerous that joinder of all class members is
10 impracticable. The membership of the entire class is unknown to Plaintiff at this time;
11 however, the class is estimated to be greater than fifty (50) individuals and the identity
12 of such membership is readily ascertainable by inspection of Defendants' records.
- 13 b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated
14 herein. Plaintiff will fairly and adequately protect the interests of the other class
15 members with whom she has a well-defined community of interest.
- 16 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class
17 member, with whom she has a well-defined community of interest and typicality of
18 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other
19 class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules
20 governing class action discovery, certification, and settlement. Plaintiff has incurred,
21 and during the pendency of this action will continue to incur, costs and attorneys' fees,
22 that have been, are, and will be necessarily expended for the prosecution of this action
23 for the substantial benefit of each class member.
- 24 d. Superiority: A class action is superior to other available methods for the fair and
25 efficient adjudication of this litigation because individual joinder of all class members
26 is impractical.
- 27 e. Public Policy Considerations: Certification of this lawsuit as a class action will
28 advance public policy objectives. Employers of this great state violate employment

1 and labor laws every day. Current employees are often afraid to assert their rights out
2 of fear of direct or indirect retaliation. However, class actions provide the class
3 members who are not named in the complaint anonymity that allows for the
4 vindication of their rights.

5 16. There are common questions of law and fact as to the class members that predominate over
6 questions affecting only individual members. The following common questions of law or fact, among
7 others, exist as to the members of the class:

8 a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance
9 with the California Labor Code, was willful;

10 b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-
11 paid or non-exempt employees within the State of California for all hours worked and missed (short, late,
12 interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

13 c. Whether Defendants required Plaintiff and the other class members to work over eight (8)
14 hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime
15 compensation to Plaintiff and the other class members;

16 d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest
17 periods or required Plaintiff and the other class members to work during meal and/or rest periods without
18 compensation;

19 e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class
20 members for all hours worked;

21 f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
22 within the required time upon their discharge or resignation;

23 g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
24 members during their employment;

25 h. Whether Defendants complied with wage reporting as required by the California Labor
26 Code; including, inter alia, section 226;

27 i. Whether Defendants kept complete and accurate payroll records as required by the
28 California Labor Code, including, inter alia, section 1174(d);

1 j. Whether Defendants failed to reimburse Plaintiff and the other class members for
2 necessary business-related expenses and costs;

3 k. Whether Defendants' conduct was willful or reckless;

4 l. Whether Defendants engaged in unfair business practices in violation of California
5 Business & Professions Code section 17200, et seq.;

6 m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from
7 Defendants' violation of California law; and

8 n. Whether Plaintiff and the other class members are entitled to compensatory damages
9 pursuant to the California Labor Code.

10
11 **PAGA ALLEGATIONS**

12 17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

13 18. At all times herein set forth, PAGA provides that any provision of law under the California
14 Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed
15 and collected by the LWDA for violations of the California Labor Code may, as an alternative, be
16 recovered through a civil action brought by an aggrieved employee on behalf of herself and other current
17 or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

18 19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee,"
19 who is any person that was employed by the alleged violator and against whom one or more of the alleged
20 violations was committed.

21 20. Plaintiff was employed by Defendants and the alleged violations were committed against her
22 during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and other
23 employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they
24 are all current and former employees of Defendants, and one or more of the alleged violations were
25 committed against them.

26 21. Pursuant to California Labor Code section 2699.3 and 2699.5, an aggrieved employee,
27 including Plaintiff, may pursue a civil action arising under PAGA after the following requirement have
28 been met:

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

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

22. On March 15, 2024, Plaintiff provided written notice by online submission and U.S. Certified Mail to the LWDA and by U.S. Certified Mail to Defendant KIPP BAY AREA SCHOOLS of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's Notice.

23. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

24. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, County of San Francisco.

25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately April 24, 2023 to approximately February 8, 2024, in the State of California.

26. Defendants hired Plaintiff and the other class members and classified them as hourly-paid or

1 non-exempt employees, and failed to compensate them for all hours worked and missed meal periods
2 and/or rest breaks.

3 27. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set
4 work rules and conditions governing Plaintiff's and the other class members' employment, and to
5 supervise their daily employment activities.

6 28. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the
7 other class members' employment for them to be joint employers of Plaintiff and the other class members.

8 29. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

9 30. Defendants continue to employ hourly-paid or non-exempt employees within the State of
10 California.

11 31. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40)
12 hours in a week during their employment with Defendants.

13 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a
14 pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State
15 of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or
16 overtime wages earned and for missed meal periods and rest breaks in violation of California law.

17 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
18 have known that Plaintiff and the other class members were entitled to receive certain wages for overtime
19 compensation and that they were not receiving accurate overtime compensation for all overtime hours
20 worked.

21 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide
22 Plaintiff and the other class members all required rest and meal periods during the relevant time period
23 as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and
24 all applicable penalties.

25 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
26 have known that Plaintiff and the other class members were entitled to receive all meal periods or payment
27 of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal
28 period was missed, and they did not receive all meal periods or payment of one additional hour of pay at

1 Plaintiff's and the other class member's regular rate of pay when a meal period was missed.

2 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
3 have known that Plaintiff and the other class members were entitled to receive all rest periods or payment
4 of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay when a rest
5 period was missed, and they did not receive all rest periods or payment of one additional hour of pay at
6 Plaintiff's and the other class members' regular rate of pay when a rest period was missed.

7 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
8 have known that Plaintiff and the other class members were entitled to receive at least minimum wages
9 for compensation and that they were not receiving at least minimum wages for all hours worked.

10 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants rounded the work
11 time recorded by Plaintiff and the other class members in a manner that was not fair and neutral on its
12 face and/or that favored Defendants over time, resulting in Plaintiff and the other class members and
13 aggrieved employees being underpaid for their time worked.

14 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
15 have known that Plaintiff and the other class members were entitled to receive all wages owed to them
16 upon discharge or resignation, including overtime and minimum wages and meal and rest period
17 premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or
18 resignation.

19 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
20 have known that Plaintiff and the other class members were entitled to receive all wages owed to them
21 during their employment. Plaintiff and the other class members did not receive payment of all wages,
22 including overtime and minimum wages and meal and rest period premiums, within any time permissible
23 under California Labor Code section 204.

24 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
25 have known that Plaintiff and the other class members were entitled to receive complete and accurate
26 wage statements in accordance with California law, but, in fact, they did not receive complete and
27 accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include
28 the total number of hours worked by Plaintiff and the other class members.

1 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
2 have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other
3 class members in accordance with California law, but, in fact, did not keep complete and accurate payroll
4 records.

5 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
6 have known that Plaintiff and the other class members were entitled to reimbursement for necessary
7 business-related expenses.

8 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should
9 have known that they had a duty to compensate Plaintiff and the other class members pursuant to
10 California law, and that Defendants had the financial ability to pay such compensation, but willfully,
11 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class
12 members that they were properly denied wages, all in order to increase Defendants' profits.

13 45. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and the
14 other class members for all overtime hours worked. Plaintiff and the other class members were required
15 to work more than eight (8) hours per day and/or forty (40) hours per week without overtime
16 compensation for all overtime hours worked.

17 46. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal
18 and rest periods to Plaintiff and the other class members.

19 47. During the relevant time period, Defendants failed to pay Plaintiff and the other class
20 members at least minimum wages for all hours worked.

21 48. During the relevant time period, Defendants rounded the work time recorded by Plaintiff and
22 the other class members and aggrieved employees in a manner that was not fair and neutral on its face
23 and/or that favored Defendants over time, resulting in Plaintiff and the other class members and aggrieved
24 employees being underpaid for their time worked.

25 49. During the relevant time period, Defendants failed to pay Plaintiff and the other class members
26 all wages owed to them upon discharge or resignation.

27 50. During the relevant time period, Defendants failed to pay Plaintiff and the other class members
28 all wages within any time permissible under California law, including, *inter alia*, California Labor Code

1 section 204.

2 51. During the relevant time period, Defendants failed to provide complete or accurate wage
3 statements to Plaintiff and the other class members.

4 52. During the relevant time period, Defendants failed to keep complete or accurate payroll records
5 for Plaintiff and the other class members.

6 53. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class
7 members for all necessary business-related expenses and costs.

8 54. During the relevant time period, Defendants failed to properly compensate Plaintiff and the
9 other class members pursuant to California law in order to increase Defendants' profits.

10 55. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit
11 the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this
12 article."

13
14 **FIRST CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 510 and 1198)**

16 **Against All Defendants; and Does 1 to 100, Inclusive**

17 56. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set
18 forth herein.

19 57. California Labor Code section 1198 and the applicable Industrial Welfare Commission
20 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate
21 of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number
22 of hours worked by the person on a daily or weekly basis.

23 58. Specifically, the applicable IWC Wage Order provides that Defendants are and were required
24 to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8)
25 hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours
26 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

27 59. The applicable IWC Wage Order further provides that Defendants are and were required to
28 pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate

of pay for all hours worked in excess of twelve (12) hours in a day.

60. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

61. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

62. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

63. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

64. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

Against All Defendants; and Does 1 to 100, Inclusive

65. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set forth herein.

66. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

67. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

68. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period

1 of more than five (5) hours per day without providing the employee with a meal period of not less than
2 thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6)
3 hours, the meal period may be waived by mutual consent of both the employer and employee.

4 69. At all relevant times, the applicable IWC Wage Order and California Labor Code section
5 512(a) further provide that an employer may not require, cause or permit an employee to work for a work
6 period of more than ten (10) hours per day without providing the employee with a second uninterrupted
7 meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than
8 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the
9 employee only if the first meal period was not waived.

10 70. During the relevant time period, Plaintiff and the other class members who were scheduled to
11 work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated
12 meal periods by mutual consent, were required to work for periods longer than five (5) hours without an
13 uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

14 71. During the relevant time period, Plaintiff and the other class members who were scheduled to
15 work for a period of time in excess of six (6) hours were required to work for periods longer than five (5)
16 hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

17 72. During the relevant time period, Defendants intentionally and willfully required Plaintiff and
18 the other class members to work during meal periods and failed to compensate Plaintiff and the other
19 class members the full meal period premium for work performed during meal periods.

20 73. During the relevant time period, Defendants failed to pay Plaintiff and the other class members
21 the full meal period premium due pursuant to California Labor Code section 226.7.

22 74. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections
23 226.7 and 512(a).

24 75. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff
25 and the other class members are entitled to recover from Defendants one additional hour of pay at the
26 employee's regular rate of compensation for each work day that the meal or rest period is not provided.

27
28 **THIRD CAUSE OF ACTION**

(Violation of California Labor Code § 226.7)

Against All Defendants; and Does 1 to 100, Inclusive

76. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set forth herein.

77. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

78. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

79. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

80. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

81. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

82. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

83. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

84. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not

provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

Against All Defendants; and Does 1 to 100, Inclusive

85. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set forth herein.

86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

87. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

88. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

89. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

90. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201 and 202)**

3 **Against All Defendants; and Does 1 to 100, Inclusive**

4 91. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set
5 forth herein.

6 92. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that
7 if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
8 payable immediately, and if an employee quits his or her employment, his or her wages shall become due
9 and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two
10 (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages
11 at the time of quitting.

12 93. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff
13 and the other class members who are no longer employed by Defendants their wages, earned and unpaid,
14 within seventy-two (72) hours of their leaving Defendants' employ.

15 94. Defendants' failure to pay Plaintiff and the other class members who are no longer employed
16 by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving
17 Defendants' employ, is in violation of California Labor Code sections 201 and 202.

18 95. California Labor Code section 203 provides that if an employer willfully fails to pay wages
19 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a
20 penalty from the due date thereof at the same rate until paid or until an action is commenced; but the
21 wages shall not continue for more than thirty (30) days.

22 96. Plaintiff and the other class members are entitled to recover from Defendants the statutory
23 penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California
24 Labor Code section 203.

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1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 204)**

3 **Against All Defendants; and Does 1 to 100, Inclusive**

4 97. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set
5 forth herein.

6 98. At all times herein set forth, California Labor Code section 204 provides that all wages earned
7 by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other
8 than those wages due upon termination of an employee, are due and payable between the 16th and the
9 26th day of the month during which the labor was performed.

10 99. At all times herein set forth, California Labor Code section 204 provides that all wages earned
11 by any person in any employment between the 16th and the last day, inclusive, of any calendar month,
12 other than those wages due upon termination of an employee, are due and payable between the 1st and
13 the 10th day of the following month.

14 100. At all times herein set forth, California Labor Code section 204 provides that all wages earned
15 for labor in excess of the normal work period shall be paid no later than the payday for the next regular
16 payroll period.

17 101. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff
18 and the other class members all wages due to them, within any time period permissible under California
19 Labor Code section 204.

20 102. Plaintiff and the other class members are entitled to recover all remedies available for
21 violations of California Labor Code section 204.

22
23 **SEVENTH CAUSE OF ACTION**

24 **(Violation of California Labor Code § 226(a))**

25 **Against All Defendants; and Does 1 to 100, Inclusive**

26 103. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set
27 forth herein.

28 104. At all material times set forth herein, California Labor Code section 226(a) provides that every

1 employer shall furnish each of his or her employees an accurate itemized statement in writing showing
2 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
3 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
4 that all deductions made on written orders of the employee may be aggregated and shown as one item,
5 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
6 of the employee and his or her social security number, (8) the name and address of the legal entity that is
7 the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
8 number of hours worked at each hourly rate by the employee. The deductions made from payments of
9 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year,
10 and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least
11 three years at the place of employment or at a central location within the State of California.

12 105. Defendants have intentionally and willfully failed to provide Plaintiff and the other class
13 members with complete and accurate wage statements. The deficiencies include, but are not limited to:
14 the failure to include the total number of hours worked by Plaintiff and the other class members.

15 106. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the
16 other class members have suffered injury and damage to their statutorily-protected rights.

17 107. More specifically, Plaintiff and the other class members have been injured by Defendants'
18 intentional and willful violation of California Labor Code section 226(a) because they were denied both
19 their legal right to receive, and their protected interest in receiving, accurate and itemized wage
20 statements pursuant to California Labor Code section 226(a).

21 108. Plaintiff and the other class members are entitled to recover from Defendants the greater of
22 their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a),
23 or an aggregate penalty not exceeding four thousand dollars per employee.

24 109. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance
25 with this section, pursuant to California Labor Code section 226(h).

26 ///

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 1174(d))**

3 **Against All Defendants; and Does 1 to 100, Inclusive**

4 110. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set
5 forth herein.

6 111. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central
7 location in the state or at the plants or establishments at which employees are employed, payroll records
8 showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by
9 and any applicable piece rate paid to, employees employed at the respective plants or establishments.
10 These records shall be kept in accordance with rules established for this purpose by the commission, but
11 in any case shall be kept on file for not less than two years.

12 112. Defendants have intentionally and willfully failed to keep accurate and complete payroll
13 records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

14 113. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and
15 the other class members have suffered injury and damage to their statutorily-protected rights.

16 114. More specifically, Plaintiff and the other class members have been injured by Defendants'
17 intentional and willful violation of California Labor Code section 1174(d) because they were denied both
18 their legal right and protected interest, in having available, accurate and complete payroll records pursuant
19 to California Labor Code section 1174(d).

20
21 **NINTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 2800 and 2802)**

23 **Against All Defendants; and Does 1 to 100, Inclusive**

24 115. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set
25 forth herein.

26 116. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its
27 employee for all necessary expenditures incurred by the employee in direct consequence of the discharge
28 of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

1 117. Plaintiff and the other class members incurred necessary business-related expenses and costs
2 that were not fully reimbursed by Defendants.

3 118. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class
4 members for all necessary business-related expenses and costs.

5 119. Plaintiff and the other class members are entitled to recover from Defendants their business-
6 related expenses and costs incurred during the course and scope of their employment, plus interest
7 accrued from the date on which the employee incurred the necessary expenditures at the same rate as
8 judgments in civil actions in the State of California.

9
10 **TENTH CAUSE OF ACTION**

11 **(Violation of California Business and Professions Code §§ 17200, et seq.)**

12 **Against All Defendants; and Does 1 to 100, Inclusive**

13 120. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set
14 forth herein.

15 121. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and
16 harmful to Plaintiff, other class members, to the general public, and Defendants' competitors.
17 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning
18 of Code of Civil Procedure section 1021.5.

19 122. Defendants' activities as alleged herein are violations of California law, and constitute
20 unlawful business acts and practices in violation of California Business & Professions Code section
21 17200, et seq.

22 123. A violation of California Business & Professions Code section 17200, et seq. may be
23 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and
24 practices of requiring employees, including Plaintiff and the other class members, to work overtime
25 without paying them proper compensation violate California Labor Code sections 510 and 1198.
26 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other
27 class members, to work through their meal and rest periods without paying them proper compensation
28 violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to

1 pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover,
2 Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members
3 violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code
4 sections 226(a), 1174(d), 2800 and 2802.

5 124. As a result of the herein described violations of California law, Defendants unlawfully gained
6 an unfair advantage over other businesses.

7 125. Plaintiff and the other class members have been personally injured by Defendants' unlawful
8 business acts and practices as alleged herein, including but not necessarily limited to the loss of money
9 and/or property.

10 126. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the
11 other class members are entitled to restitution of the wages withheld and retained by Defendants during
12 a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees
13 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award
14 of costs.

15 **ELEVENTH CAUSE OF ACTION**

16 **(Violation of California Labor Code § 2698, et seq.)**

17 **Against All Defendants; and Does 1 to 100, Inclusive**

18 127. Plaintiff restates and incorporates by reference all above stated paragraphs as though fully set
19 forth herein.

20 128. PAGA expressly establishes that any provision of the California Labor Code which provides
21 for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions,
22 commissions, boards, agencies or employees for a violation of the California Labor Code, may be
23 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and
24 other current or former employees.

25 129. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or
26 employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the
27 same discretion, subject to the same limitations and conditions, to assess a civil penalty.

28 130. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved employees" as

1 defined by California Labor Code section 2699(c) in that they are all current or former employees of
2 Defendants, and one or more of the alleged violations was committed against them.

3 *Failure to Pay Overtime*

4 131. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved
5 employees is in violation of the Wage Orders and constitutes a violation of California Labor Code
6 sections 510 and 1198.

7 *Failure to Provide Meal Periods*

8 132. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved
9 employees is in violation of the Wage Orders and constitutes a violation of California Labor Code
10 sections 226.7 and 512(a).

11 *Failure to Provide Rest Periods*

12 133. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved
13 employees is in violation of the Wage Orders and constitutes a violation of California Labor Code
14 sections 226.7.

15 *Failure to Pay Minimum Wages*

16 134. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved
17 employees is in violation of the Wage Orders and constitutes a violation of California Labor Code
18 sections 1194, 1197 and 1197.1.

19 *Failure to Timely Pay Wages Upon Termination*

20 135. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon
21 termination in accordance with Labor Code section 201 and 202 constitutes a violation of California
22 Labor Code sections 201 and 202.

23 *Failure to Timely Pay Wages During Employment*

24 136. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during
25 employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code
26 section 204.

27 *Failure to Provide Complete and Accurate Wage Statements*

28 137. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other

aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

138. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

139. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

140. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendant, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

141. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce

1 Development Agency for the enforcement of labor laws and education of employers and employees about
2 their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

3 142. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant
4 to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

5
6 **DEMAND FOR JURY TRIAL**

7 Plaintiff, individually, and on behalf of other members of the general public similarly situated
8 and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act,
9 requests a trial by jury.

10
11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, individually, and on behalf of all other members of the general public
13 similarly situated and on behalf of other aggrieved employees pursuant to the California Private
14 Attorney General Act,, prays for relief and judgment against Defendants, jointly and severally, as
15 follows:

16 **Class Certification**

- 17 1. That this action be certified as a class action;
18 2. That Plaintiff be appointed as the representative of the Class;
19 3. That counsel for Plaintiff be appointed as Class Counsel; and
20 4. That Defendants provide to Class Counsel immediately the names and most current/last known
21 contact information (address, e-mail and telephone numbers) of all class members.

22 **As to the First Cause of Action**

23 1. That the Court declare, adjudge and decree that Defendants violated California Labor Code
24 sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages
25 due to Plaintiff and the other class members;

26 2. For general unpaid wages at overtime wage rates and such general and special damages as may
27 be appropriate;

28 3. For pre-judgment interest on any unpaid overtime compensation commencing from the date

1 such amounts were due;

2 4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor
3 Code section 1194; and

4 5. For such other and further relief as the Court may deem just and proper.

5 As to the Second Cause of Action

6 1. That the Court declare, adjudge and decree that Defendants violated California Labor Code
7 sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods
8 (including second meal periods) to Plaintiff and the other class members;

9 2. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay
10 at each employee's regular rate of compensation for each workday that a meal period was not provided;

11 3. For all actual, consequential, and incidental losses and damages, according to proof;

12 4. For premium wages pursuant to California Labor Code section 226.7(c);

13 5. For pre-judgment interest on any unpaid wages from the date such amounts were due;

14 6. For reasonable attorneys' fees and costs of suit incurred herein; and

15 7. For such other and further relief as the Court may deem just and proper.

16 As to the Third Cause of Action

17 1. That the Court declare, adjudge and decree that Defendants violated California Labor Code
18 section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff
19 and the other class members;

20 2. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay
21 at each employee's regular rate of compensation for each workday that a rest period was not provided;

22 3. For all actual, consequential, and incidental losses and damages, according to proof;

23 4. For premium wages pursuant to California Labor Code section 226.7(c);

24 5. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

25 6. For such other and further relief as the Court may deem just and proper.

26 As to the Fourth Cause of Action

27 1. That the Court declare, adjudge and decree that Defendants violated California Labor Code
28 sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other

1 class members;

2 2. For general unpaid wages and such general and special damages as may be appropriate;

3 3. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and
4 the other class members in the amount as may be established according to proof at trial;

5 4. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

6 5. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor
7 Code section 1194(a);

8 6. For liquidated damages pursuant to California Labor Code section 1194.2; and

9 7. For such other and further relief as the Court may deem just and proper.

10 As to the Fifth Cause of Action

11 1. That the Court declare, adjudge and decree that Defendants violated California Labor Code
12 sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination
13 of the employment of Plaintiff and the other class members no longer employed by Defendants;

14 2. For all actual, consequential, and incidental losses and damages, according to proof;

15 3. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and
16 the other class members who have left Defendants' employ;

17 4. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
18 and

19 5. For such other and further relief as the Court may deem just and proper.

20 As to the Sixth Cause of Action

21 1. That the Court declare, adjudge and decree that Defendants violated California Labor Code
22 section 204 by willfully failing to pay all compensation owed at the time required by California Labor
23 Code section 204 to Plaintiff and the other class members;

24 2. For all actual, consequential, and incidental losses and damages, according to proof;

25 3. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
26 and

27 4. For such other and further relief as the Court may deem just and proper.

28 ///

1 As to the Seventh Cause of Action

2 1. That the Court declare, adjudge and decree that Defendants violated the record keeping
3 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and
4 the other class members, and willfully failed to provide accurate itemized wage statements thereto;

5 2. For actual, consequential and incidental losses and damages, according to proof;

6 3. For statutory penalties pursuant to California Labor Code section 226(e);

7 4. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code
8 section 226(h); and

9 5. For such other and further relief as the Court may deem just and proper.

10 As to the Eighth Cause of Action

11 1. That the Court declare, adjudge and decree that Defendants violated the record keeping
12 provisions of California Labor Code section 1174(d) by willfully failing to keep accurate and complete
13 payroll records for Plaintiff and the other class members as required by California Labor Code section
14 1174(d);

15 2. For actual, consequential and incidental losses and damages, according to proof;

16 3. For statutory penalties pursuant to California Labor Code section 1174.5; and

17 4. For such other and further relief as the Court may deem just and proper.

18 As to the Ninth Cause of Action

19 1. That the Court declare, adjudge and decree that Defendants violated California Labor Code
20 sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all
21 necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

22 2. For actual, consequential and incidental losses and damages, according to proof;

23 3. For the imposition of civil penalties and/or statutory penalties;

24 4. For reasonable attorneys' fees and costs of suit incurred herein; and

25 5. For such other and further relief as the Court may deem just and proper.

26 As to the Tenth Cause of Action

27 1. That the Court decree, adjudge and decree that Defendants violated California Business and
28 Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all

overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

2. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

3. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code section 17200, et seq.;

4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

5. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

6. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

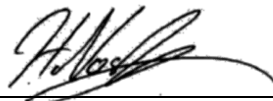
1. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

2. For such other and further relief as the Court may deem equitable and appropriate.

Dated: August 9, 2024

VOSKANYAN LAW FIRM, PC.

By:



Harut Voskanyan, Esq.

Attorneys for Plaintiffs,
PAYTN EDWARDS, on behalf of
themselves and all others similarly situated