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FLORENCE WILLIAMS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF CONTRA COSTA**

FLORENCE WILLIAMS, on behalf of herself  
and all others similarly situated,

Plaintiff,

vs.

STRATEGIC THREAT MANAGEMENT,  
INC., a California corporation; and DOES 1  
through 100, inclusive;

Defendants.

**SUMMONS ISSUED**

Case No. C25-00995

**CLASS AND REPRESENTATIVE  
ACTION COMPLAINT FOR:**

- 1. FAILURE TO PAY OVERTIME  
WAGES (LABOR CODE §§ 204, 510,  
558, 1194, 1198);**
- 2. MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, 1198);**
- 3. REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, 1198);**
- 4. WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226, *et seq.*);**
- 5. WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- 6. FAILURE TO REIMBURSE  
BUSINESS EXPENSES (LABOR  
CODE §§ 2802, 2804);**
- 7. UNFAIR COMPETITION (BUS. &  
PROF. CODE § 17200, *et seq.*); and**
- 8. PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

Per local Rule, This case is assigned to  
Judge Weil, Edward G, for all purposes.

1 Plaintiff Florence Williams (“Plaintiff”), on behalf of herself and all others similarly  
2 situated, and as a private attorney general on behalf of the State of California and other aggrieved  
3 employees, hereby brings this Class and Representative Action Complaint against Strategic  
4 Threat Management, Inc. and Does 1 through 100, inclusive (collectively, “Defendants”), and on  
5 information and belief alleges as follows:

### 6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, and as a private  
8 attorney general on behalf of the State of California and other aggrieved employees, brings this  
9 class and representative action for recovery of unpaid wages and penalties under California  
10 Business and Professions Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7,  
11 510, 512, 516, 558, 1194, 1198, 2802, 2804, and 2698 *et seq.*; and Industrial Welfare Commission  
12 Wage Order No. 4 (“Wage Order 4”), in addition to seeking declaratory relief and restitution.  
13 This class action is brought pursuant to California Code of Civil Procedure section 382. This  
14 Court has jurisdiction over Defendants’ violations of the California Labor Code because the  
15 amount in controversy exceeds this Court’s jurisdictional minimum.

### 16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil  
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein  
19 occurred in Contra Costa County. Defendants own, maintain offices, transact business, have an  
20 agent or agents within Contra Costa County, and/or otherwise are found within Contra Costa  
21 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

### 22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
24 Plaintiff was, and currently is, a California resident. During the four years immediately preceding  
25 the filing of this action and within the statute of limitations periods applicable to each cause of  
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff  
27 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money  
28 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226,

226.7, 510, 512, 516, 558, 1194, 1198, 2802, 2804, 2698 et seq.; Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 4, which sets employment standards for professional, technical, clerical, mechanical, and similar occupations, including guards.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a security company, and that they employed Plaintiff and other similarly situated non-exempt employees within Contra Costa County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 19).

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10. During Plaintiff's employment with Defendants, Defendants failed to pay Plaintiff and other non-exempt employees all overtime wages due to them, including by failing to pay all daily overtime wages due, and by failing to pay overtime at the proper overtime rate of pay as described herein. Defendants paid hiring bonuses, shift differentials, and other non-discretionary incentive pay (these forms of pay shall hereinafter be collectively referred to as "Incentive Pay") to Plaintiff and other non-exempt employees but failed to incorporate Incentive Pay into employees' "regular rate" of pay when calculating and paying overtime wages. For example, in the pay period of September 16-30, 2021, Plaintiff's wage statement reflects that she worked overtime and received a hiring bonus of \$300 in the same pay period. However, Defendants paid Plaintiff's overtime wages at \$39.00 per hour, which was 1.5 times her *base* pay rate of \$26.00 per hour.

11. Similarly, Defendants have failed to pay sick pay at the correct rate of pay, by failing to incorporate the value of Incentive Pay into non-exempt employees' sick pay wages. This practice violates Labor Code § 246(l), which provides that sick pay should be paid at the "regular rate of pay."

12. Defendants have also required Plaintiff and other employees to incur business expenses without reimbursement. For example, Defendants required Plaintiff and other employees to obtain certain certifications and attend certain work-related classes at their own expense, as well as to provide their own weapons, holsters, ammunition, baton, pepper spray, duty belt, handcuffs, bulletproof vests, and other items.

13. Despite requiring Plaintiff and other employees to use their personal property for work-related purposes and/or to use their personal funds to purchase work-related tools and classes/certification, Defendants have failed to reimburse them for these expenses. As a result, Plaintiff and other employees are entitled to reimbursement pursuant to Labor Code § 2802.

1           14. Defendants have also failed to provide meal periods to Plaintiff and other non-  
2 exempt employees. Specifically, Defendants would require Plaintiff and other non-exempt  
3 employees to remain on-duty throughout their shifts, even though there was nothing inherent in  
4 the nature of Plaintiff's or other non-exempt employees' work that would preclude them from  
5 being relieved for 30-minute meal periods, and otherwise failed to provide timely, full 30-minute  
6 off-duty meal periods for every shift over five hours and two 30-minute meal periods on shifts  
7 over 10 hours. Despite failing to provide Plaintiff and other non-exempt employees with legally  
8 compliant meal periods, Defendants have failed to pay the meal period premiums required by  
9 Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class  
10 period, Defendants have maintained no payroll code or other mechanism for paying meal period  
11 premiums when Defendants failed to provide a legally compliant meal period.

12           15. Defendants have also failed to authorize and permit compliant rest periods to  
13 Plaintiff and other non-exempt employees. As noted above, Defendants required Plaintiff and  
14 other employees to remain on-duty and on-call throughout their shifts, including during rest  
15 periods, in violation of California law. Despite failing to authorize and permit legally compliant  
16 rest periods to Plaintiff and other non-exempt employees, Defendants have failed to pay the rest  
17 period premiums required by Labor Code § 226.7. Upon information and belief, during at least a  
18 portion of the putative class period, Defendants have maintained no payroll code or other  
19 mechanism for paying rest period premiums when Defendants failed to authorize and permit a  
20 legally compliant rest period.

21           16. As a result of Defendants' failure to pay all wages due and their failure to pay meal  
22 and rest period premium wages, Defendants have failed to pay all wages to Plaintiff and other  
23 formerly employed non-exempt employees at the separation of their employment.

24           17. As a further result of Defendants' unlawful practices described above, Defendants  
25 have maintained inaccurate time and payroll records, and have issued inaccurate wage statements  
26 to Plaintiff and other non-exempt employees.

27           18. On information and belief, Defendants have engaged in the above unlawful  
28 practices throughout the putative class period and continuing to the present.

1 **CLASS ACTION ALLEGATIONS**

2 19. **Class Definitions:** Plaintiff brings this action on behalf of himself and the  
3 following Classes pursuant to Section 382 of the Code of Civil Procedure:

4 a. The Overtime Class consists of all of the Defendants' current and former non-  
5 exempt employees in California who worked more than 8.0 hours in a workday; and/or  
6 who worked over 8 hours in a workday or over 40.0 hours in a workweek and received  
7 Incentive Pay in a corresponding time period, at any time from four years immediately  
8 preceding the filing of this action through the present.

9 b. The Meal Period Class consists of all of the Defendants' current and former non-  
10 exempt employees in California who worked at least one shift in excess of 5.0 hours at any  
11 time from May 1, 2020 through the present.<sup>1</sup>

12 c. The Rest Period Class consists of all of the Defendants' current and former non-  
13 exempt employees in California who worked at least one shift of 3.5 hours or more, at any  
14 time from May 1, 2020 through the present.

15 d. The Wage Statement Class consists of all members of the Overtime Class, Meal  
16 Period Class, and/or Rest Period Class who received a wage statement from Defendants at  
17 any time from May 1, 2023 through the present.

18 e. The Waiting Time Class consists of all members of the Overtime Class, Meal  
19 Period Class, and/or Rest Period Class, who are no longer employed by Defendants and  
20 whose employment with Defendants ended at any time from May 1, 2021 through the  
21 present.

22 f. The Expense Reimbursement Class consists of all of Defendants' employees who  
23 were required to provide their own tools or other work-related gear or other items for work,  
24 and/or who were required to pay out-of-pocket for work-related classes or certifications, at  
25 any time May 1, 2020 through the present.

26 ///

27  
28 <sup>1</sup> The Parties previously entered into a tolling agreement that tolled Plaintiff's claims, including  
all claims alleged in this Complaint, from May 1, 2024 through March 29, 2025.

1           20.     **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
2 joinder of all members would be unfeasible and impracticable. The membership of the Classes is  
3 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than  
4 one hundred (100) individuals in each Class. The identity of such membership is readily  
5 ascertainable via Defendants' employment records.

6           21.     **Common Questions of Law and Fact Predominate/Well Defined Community**  
7 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly  
8 situated employees, which predominate over questions affecting only individual members  
9 including, without limitation to:

- 10           i.     Whether Defendants' timekeeping and payroll practices violate the  
11                 applicable Labor Code provisions including, but not limited to, Sections  
12                 510 and 1194 by requiring overtime work and not paying the Overtime  
13                 Class for said work according to California's overtime laws;
- 14           ii.    Whether Defendants provided legally compliant meal periods to members  
15                 of the Meal Period Class;
- 16           iii.   Whether Defendants authorized and permitted legally compliant rest  
17                 periods to members of the Rest Period Class;
- 18           iv.    Whether Defendants furnished legally compliant wage statements to  
19                 members of the Wage Statement Class pursuant to Labor Code § 226;
- 20           v.     Whether Defendants paid all wages due to members of the Waiting Time  
21                 Class at the time of separation of employment; and
- 22           vi.    Whether Defendants properly reimbursed expenses incurred by members  
23                 of the Expense Reimbursement Class.

24           22.     **Predominance of Common Questions:** Common questions of law and fact  
25 predominate over questions that affect only individual members of the Classes. The common  
26 questions of law set forth above are numerous and substantial and stem from Defendants' policies  
27 and/or practices applicable to each individual class member, such as Defendants' timekeeping,  
28 overtime, wage statement, meal period, rest period, expense reimbursement, and final wage

1 policies/practices. As such, the common questions predominate over individual questions  
2 concerning each individual class member's showing as to his or her eligibility for recovery or as  
3 to the amount of his or her damages.

4       **23. Typicality:** Plaintiff's claims are typical of the claims of the Classes because  
5 Plaintiff was employed by Defendants as non-exempt employees in California during the  
6 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As  
7 alleged herein, Plaintiff, like the members of the Classes, was not paid all earned overtime wages;  
8 was subject to Defendants' uniform meal and rest period policies/practices; was furnished with  
9 inaccurate wage statements; was deprived of all final wages upon her separation of employment  
10 from Defendants; and was not reimbursed for all expenses she incurred in carrying out his job  
11 duties for Defendants.

12       **24. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary  
13 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,  
14 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of  
15 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class  
16 actions in state and federal courts in the past and are committed to vigorously prosecuting this  
17 action on behalf of the members of the Classes.

18       **25. Superiority:** The California Labor Code is broadly remedial in nature and serves  
19 an important public interest in establishing minimum working conditions and standards in  
20 California. These laws and labor standards protect the average working employee from  
21 exploitation by employers who have the responsibility to follow the laws and who may seek to  
22 take advantage of superior economic and bargaining power in setting onerous terms and  
23 conditions of employment. The nature of this action and the format of laws available to Plaintiff  
24 and members of the Classes make the class action format a particularly efficient and appropriate  
25 procedure to redress the violations alleged herein. If each employee were required to file an  
26 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able  
27 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly  
28 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue

an individual remedy would discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by individual class members would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are maintainable under Section 382 of the Code of Civil Procedure.

**FIRST CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME WAGES**

**(AGAINST ALL DEFENDANTS)**

26. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

27. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and which provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

28. At all relevant times, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work over 8 hours in a workday and/or over 40 hours in a workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work over 12 hours in a workday and/or over 8 hours on the seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime and double-time hours but did not compensate them at one and one-half times (or two times) their regular rate of pay for such hours.

29. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

**SECOND CAUSE OF ACTION**

**MEAL PERIOD VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, for the reasons set forth in this Complaint.

32. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

**THIRD CAUSE OF ACTION**

**REST PERIOD VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

34. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

35. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

1           36.     The foregoing violations create an entitlement to recovery by Plaintiff and Rest  
2 Period Class members in a civil action for the unpaid amount of rest period premiums owing,  
3 including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor  
4 Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, §  
5 1 of the California Constitution.

6                               **FOURTH CAUSE OF ACTION**  
7                               **WAGE STATEMENT VIOLATIONS**  
8                               **(AGAINST ALL DEFENDANTS)**

9           37.     Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10          38.     Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
12 and the Wage Statement Class with accurate and complete itemized wage statements that  
13 included, among other requirements, all hours worked, all hours worked at each rate of pay, and  
14 all wages earned, in violation of Labor Code § 226.

15          39.     Defendants' failure to furnish Plaintiff and members of the Wage Statement Class  
16 with complete and accurate itemized wage statements resulted in injury, as said failures led to,  
17 among other things, the non-payment of all their wages and meal and rest period premium wages,  
18 and deprived them of the information necessary to identify and reconcile the discrepancies in  
19 Defendants' reported data.

20          40.     Defendants' failures create an entitlement to recovery by Plaintiff and members of  
21 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor  
22 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs  
23 of suit, pursuant to Labor Code §§ 226 and 226.3.

24                               **FIFTH CAUSE OF ACTION**  
25                               **WAITING TIME PENALTIES**  
26                               **(AGAINST ALL DEFENDANTS)**

27          41.     Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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1           42.     This cause of action is brought pursuant to Labor Code §§ 201-203, which require  
2 an employer to pay all wages immediately at the time of separation of employment in the event  
3 the employer discharges the employee, or the employee provides at least 72 hours of notice of  
4 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent  
5 to quit, said employee's wages become due and payable not later than 72 hours upon said  
6 employee's last date of employment.

7           43.     Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them  
9 at their separation from employment, including (but not limited to) unpaid overtime wages and  
10 unpaid meal and rest period premium wages.

11           44.     Further, Plaintiff is informed and believes, and based thereon alleges, that as a  
12 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members  
13 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant  
14 to the requirements of Labor Code §§ 201-203.

15           45.     Defendants' failure to pay all final wages was willful within the meaning of Labor  
16 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting  
17 Time Class their earned wages upon separation from employment results in a continued payment  
18 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the  
19 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable  
20 attorneys' fees and costs of suit.

21                           **SIXTH CAUSE OF ACTION**

22                           **FAILURE TO REIMBURSE BUSINESS EXPENSES**

23                           **(AGAINST ALL DEFENDANTS)**

24           46.     Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25           47.     At all relevant times, Defendants were subject to Labor Code § 2802, which states  
26 that "an employer shall indemnify his or her employees for all necessary expenditures or losses  
27 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or  
28 her obedience to the directions of the employer."

1           48.     At all relevant times, Defendants were subject to Labor Code § 2804, which states,  
2 “any contract or agreement, express or implied, made by any employee to waive the benefits of  
3 this article or any part thereof, is null and void, and this article shall not deprive any employee or  
4 his personal representative of any right or remedy to which he is entitled under the laws of this  
5 State.”

6           49.     Due to Defendants’ policy and practice of requiring employees to use their  
7 personal property for work, to provide their own tools or other items for work, to attend classes  
8 and/or obtain certifications at their own expense, and/or to purchase items for work, and their  
9 failure to reimburse employees for such expenses, Defendants have violated Labor Code § 2802.

10          50.     As a proximate result of Defendants’ policies and/or practices in violation of Labor  
11 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have  
12 suffered damages in sums, which will be shown according to proof.

13          51.     Plaintiff and members of the Expense Reimbursement Class are entitled to  
14 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

15          52.     Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of  
16 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,  
17 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall  
18 accrue from the date on which they incurred the initial necessary expenditure.

19                   **SEVENTH CAUSE OF ACTION**

20                   **UNFAIR COMPETITION**

21                   **(AGAINST ALL DEFENDANTS)**

22          53.     Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23          54.     Defendants have engaged, and continue to engage, in unfair and/or unlawful  
24 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay  
25 Plaintiff and the Classes all overtime wages due, failing to provide meal periods or pay meal  
26 period premium wages, failure to authorize and permit rest periods or pay rest period premium  
27 wages, failing to furnish accurate and complete itemized wage statements, failing to reimburse  
28 business expenses, and failing to pay all earned wages at separation of employment.

1           55. Defendants' utilization of these unfair and/or unlawful business practices has  
2 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,  
3 constitutes unfair and/or unlawful competition, and provides an unfair advantage over  
4 Defendants' competitors who have been and/or are currently employing workers and attempting  
5 to do so in honest compliance with applicable wage and hour laws.

6           56. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged  
7 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of  
8 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or  
9 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

10          57. The acts complained of herein occurred within the four years immediately  
11 preceding the filing of this action.

12          58. Plaintiff was compelled to retain the services of counsel to file this court action to  
13 protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf  
14 of Defendants' current non-exempt employees, and to enforce important rights affecting the  
15 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,  
16 which she is entitled to recover under Code of Civil Procedure § 1021.5.

17                                   **EIGHTH CAUSE OF ACTION**  
18                                   **PRIVATE ATTORNEYS GENERAL ACT**  
19                                   **(AGAINST ALL DEFENDANTS)**

20          59. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21          60. Defendants have committed several Labor Code violations against Plaintiff and  
22 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor  
23 Code § 2698 *et seq.* Plaintiff, acting on behalf of herself and other aggrieved employees, brings  
24 this representative action against Defendants to recover the civil penalties due to Plaintiff, other  
25 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§  
26 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for  
27 each failure to pay each employee and \$200.00 for each subsequent violation or willful or  
28 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus

25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide all legally required meal periods to Plaintiff and other aggrieved employees, and failing to pay meal period premiums, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods for Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 516, 558, 1198;
- d. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- e. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203;
- f. Failing to reimburse Plaintiff and other aggrieved employees for expenses incurred in the course of employment, in violation of Labor Code §§ 2802, 2804, and 1198;
- g. Failing to pay sick pay wages at the regular rate of pay, in violation of Labor Code § 245 et seq. (including but not limited to Labor Code § 246); and
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174, 1174.5, 1198, and 1199.

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61. On or about March 11, 2024 and April 16, 2024, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 60 (a)-(h) above. Now that 65 days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not indicated its intent to investigate and Defendants have not cured any of the alleged violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act (“PAGA”) with respect to these violations. The “aggrieved employees” Plaintiff seeks to represent in his PAGA action are all of Defendants’ current and former non-exempt employees who have worked for Defendants in California at any time from one year prior to the date of Plaintiff’s PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

62. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to recover under California Labor Code § 2699.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;

1           6.    Upon the Third Cause of Action, for compensatory, consequential, general, and  
2 special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;

3           7.    Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §  
4 226, *et seq.*;

5           8.    Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to  
6 Labor Code §§ 201-203;

7           9.    Upon the Sixth Cause of Action, for compensatory, consequential, general, and  
8 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

9           10.   Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the  
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
11 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

12           11.   Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other aggrieved  
13 employees, and the State of California according to proof pursuant to Labor Code § 2699,  
14 including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each  
15 employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant  
16 to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully  
17 withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to  
18 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00  
19 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)  
20 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent  
21 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for  
22 each initial violation and \$200.00 for each subsequent violation per employee per pay period for  
23 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to  
24 Labor Code § 2699(f);

25           12.   Prejudgment interest on all due and unpaid wages and other damages pursuant to  
26 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the  
27 California Constitution;

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13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226(e), 1194 *et seq.*, 2802(c), 2699, Code of Civil Procedure § 1021.5, and all other applicable statutes; and

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

Date: April 8, 2025

MARQUEE LAW GROUP, APC

Tuvia Korobkin  
Attorneys for Plaintiff

## DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Date: April 8, 2025

MARQUEE LAW GROUP, APC

Tuvia Korobkin  
Attorneys for Plaintiff