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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

NAOMI NAVARRO, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

SPECTRUM EYE PHYSICIANS, A
MEDICAL CORPORATION; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24CV441913

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation in Lieu Thereof;
3. Failure to Permit Rest Periods or Provide Compensation in Lieu Thereof;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violations of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act of 2004

JURY TRIAL DEMANDED

1 Plaintiff NAOMI NAVARRO (“Plaintiff”), individually, and on behalf of all others
2 similarly situated, hereby brings this Class and Representative Action Complaint (“Complaint”)
3 against Defendants SPECTRUM EYE PHYSICIANS, A MEDICAL CORPORATION; and DOES
4 1 through 50, inclusive (collectively, “Defendants”), and alleges with knowledge with respect to
5 her own acts and on information and belief as to other matters as follows:

6 **INTRODUCTION**

7 1. This proposed class action, pursuant to California Code of Civil Procedure section
8 382, is brought by Plaintiff individually and on behalf of all current and former non-exempt
9 employees employed by Defendants in California during the Class Period (collectively the “Class”
10 or “Class Members”). The term Class Period is defined as four (4) years, plus the tolled statutory
11 period¹, prior to the filing of this action to the date of class certification.

12 2. Plaintiff also brings this representative action pursuant to the Private Attorneys
13 General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf
14 of herself individually and other aggrieved employees who are and were employed by Defendants
15 as non-exempt employees throughout California during the PAGA Period (the “aggrieved
16 employees”). The term PAGA Period is defined as one (1) year prior to Plaintiff’s initial notice of
17 Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and
18 Defendants until judgment.

19 3. This proposed class and representative action seeks, *inter alia*, unpaid wages
20 (including sick pay, vacation pay, minimum, regular, overtime, and double time wages),
21 compensation for non-compliant meal periods, rest periods, recovery periods, waiting time
22 penalties, itemized wage statement penalties, civil penalties, business expense reimbursements,
23 liquidated damages, interest, reasonable attorneys’ fees, and costs. Plaintiff’s action is brought
24 under, *inter alia*, the California Industrial Welfare Commission (“IWC”) Wage Orders and
25 applicable provisions of the California Code of Regulations, California Business & Professions
26 Code sections 17200 *et seq.*, California Civil Code section 3289, California Code of Civil

27
28 ¹ Emergency Rule 9 provides: “Notwithstanding any other law, the statutes of limitations and repose for
civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”

1 Procedure section 1021.5, and California Labor Code (“Labor Code”) sections 201, 202, 203, 204,
2 206, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 246, 510, 511, 512, 558, 558.1, 1174,
3 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 1199.5, 2800 and 2802.

4 4. Under the California Unfair Competition Law, Business and Professions Code
5 sections 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this
6 statute, Plaintiff, on behalf of herself and the proposed Class, seeks declaratory relief, injunctive
7 relief, and restitution of all benefits Defendants have received from their employees due to their
8 unlawful business practices, including but not limited to, their failure to timely provide minimum,
9 regular, overtime, and double time compensation due for all hours worked during and upon
10 separation of employment, failure to reimburse business expenses, failure to provide compliant
11 meal periods and rest breaks to their employees or compensation in lieu thereof, and failure to
12 provide accurate itemized wage statements.

13 **JURISDICTION AND VENUE**

14 5. This Court has jurisdiction over all causes of action asserted herein pursuant to the
15 California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction
16 in all cases except those given to other trial courts. All claims alleged herein arise under California
17 law for which Plaintiff seeks relief authorized by California law. Further, this is a class action
18 pursuant to California Code of Civil Procedure section 382 and a representative action under
19 PAGA. As such, the monetary damages, restitution, penalties, and other amounts sought by Plaintiff
20 exceeds the minimal jurisdictional limits of the Superior Court and will be established according to
21 proof at trial. The Court also has jurisdiction over certain causes of action pursuant to California
22 Business & Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction
23 for enforcement of this statute in any court of competent jurisdiction.

24 6. This Court has jurisdiction over all Defendants because each Defendant is a citizen
25 of California, a corporation or association organized under the laws of the State of California, an
26 association authorized to do business in California and registered with the California Secretary of
27 State, does sufficient business in California, has sufficient minimum contacts with California,
28 and/or intentionally avails itself of the laws and markets of California through the promotion, sale,

1 marketing and distribution of its products and/or services in California to render the exercise of
2 jurisdiction by the California courts permissible.

3 7. Venue in this County is proper under California Business & Professions Code
4 section 17203 and California Code of Civil Procedure section 395.5 because a substantial part of
5 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County,
6 Defendants conduct substantial business in this County, Defendants' liability arose in this County,
7 and/or Defendants reside, transact business, maintain offices, and/or have an agent or agents in this
8 County. The relief requested is within the jurisdiction of this Court.

9 **PARTIES**

10 8. Plaintiff is an individual who resides in California. Defendants employed Plaintiff
11 as a non-exempt hourly employee from approximately May 2022 though April 2024. Specifically,
12 Defendants employed Plaintiff as a receptionist whose job duties included, without limitation,
13 answering calls, greeting and checking in/out patients, making appointments, handling doctor
14 referrals, confirming insurance eligibilities, and authorizing patient visits.

15 9. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
16 SPECTRUM EYE PHYSICIANS, A MEDICAL CORPORATION ("SPECTRUM") was and is a
17 California corporation. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
18 SPECTRUM was and is an employer subject to California state wage and hour laws.

19 10. Plaintiff is informed, believes and based thereon alleges that Defendants suffered
20 and permitted Plaintiff and Class Members to work, and/or jointly exercised control over the wages,
21 hours, and/or working conditions of Plaintiff and the Class Members.

22 11. Defendants continue to employ non-exempt employees within California.

23 12. Plaintiff is unaware of the true names and capacities of those defendants identified
24 as DOES 1 through 50. Therefore, Plaintiff identifies those defendants fictitiously. Plaintiff is
25 informed, believes and thereon alleges that at all relevant times each DOE defendant was a parent,
26 sister, or related corporate entity of defendants, or an owner, employee or agent of defendants, and
27 each related entity, and was acting with the knowledge and authorization of each of the other
28 defendants. Plaintiff will seek to amend this Complaint to allege the true names and capacities of

1 each DOE defendant when their names have been ascertained and identified. Plaintiff is informed,
2 believes and thereon alleges that each of the defendants sued as DOES 1 through 50 participated
3 in, received the benefit of, or was in some way responsible for one or more of the wrongful acts
4 and omissions and some portion of the damages alleged herein.

5 13. Plaintiff is informed, believes and thereon alleges that at all times material hereto,
6 each defendant acted in all respects pertinent to this action as the agent of the other defendant,
7 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
8 each defendant are legally attributable to the other defendant. Furthermore, defendants in all
9 respects acted as the employer and/or joint employer of Plaintiff and the Class Members.

10 14. Plaintiff is informed, believes and thereon alleges that Defendants, each and all of
11 them, at all times material hereto, were the joint employers, parent companies, successor
12 companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers,
13 directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining defendants.
14 Defendants, unless otherwise alleged, at all times material hereto, performed all acts and omissions
15 alleged herein within the course and scope of said relationship(s), and are a proximate cause of
16 Plaintiff's damages as herein alleged.

17 15. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
18 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality
19 and separateness between the individual and the corporation does not exist, as Defendants, and
20 DOES 1 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned
21 herein were mere shells, instrumentalities and conduits through which DOES 1 through 50,
22 inclusive, carried out their business in the business name, exercising complete control and
23 dominance over such business; (2) that Defendants were conceived, intended and used by DOES 1
24 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES
25 1 through 50, inclusive, and were without the financial solvency and responsibility required by law;
26 and (3) that all of the assets of the Defendants have been transferred to DOES 1 through 50,
27 inclusive, or some other individual or entity which he or she owns or controls, with the intent to
28 hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further,

1 Plaintiff is informed, believes and thereon alleges, that there exists a principal-agency relationship
2 between and among Defendants.

3 16. At all relevant times herein, Defendants were agents of each other and acting within
4 the course and scope of their agency.

5 **CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND**

6 17. Pursuant to California Code of Civil Procedure section 382, Plaintiff brings this
7 action individually and as a class action on behalf of a proposed Class defined as follows:

8 Class:

9 All current and former non-exempt employees employed by Defendants in the State
10 of California within four (4) years prior to the commencement of this action, plus
11 the tolled statutory period under Emergency Rule 9, to the date of class certification.

12 18. The Class is also comprised of the following Subclasses:

13 Waiting Time Sub-Class:

14 Those members of the Class who separated from their employment with Defendants
15 within three (3) years prior to the commencement of this action to the date of class
16 certification.

17 19. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and
18 3.765, to amend or modify the respective definitions of the Class and/or Subclasses to provide
19 greater specificity and/or further division into subclasses or limitation to particular issues based on
20 further investigation and discovery.

21 20. This action is brought, and may properly be maintained, as a class action pursuant
22 to California Code of Civil Procedure section 382 because there is a well-defined community of
23 interest in the litigation, and the proposed class is easily ascertainable. This action presents
24 questions of common interest and satisfies the numerosity, commonality, typicality, adequacy,
25 predominance, and superiority requirements of this provision.

26 21. Through this action, Plaintiff alleges Defendants have consistently maintained and
27 enforced against Plaintiff and Class Members unlawful employment practices and policies which
28 violate the Labor Code and IWC Wage Orders.

1 22. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
2 Defendants failed to pay Plaintiff and Class Members all sick pay, vacation pay, minimum, regular,
3 overtime, and double time wages for all hours worked in violation of the Labor Code and IWC
4 Wage Orders. During the PAGA Period, Plaintiff and Class Members regularly worked more than
5 eight (8) hours and/or 10 hours per workday, over 40 hours per workweek, and/or over eight (8)
6 hours per workday on the seventh consecutive day of work. Defendants' practices and policies
7 deprived Plaintiff and Class Members of minimum, regular, overtime, and/or double time wages
8 for work they performed off the clock. Defendants required Plaintiff and Class Members to
9 complete work-related tasks off the clock, such as communicating with Defendants and donning
10 and doffing activities. In addition, Defendants prohibited Plaintiff and Class Members from
11 clocking in until near the beginning of their scheduled start time despite being subject to
12 Defendants' control. Furthermore, Defendants rounded Plaintiff and Class Members hours worked,
13 thereby depriving them of wages for all hours worked at the legally mandated rates. Defendants did
14 not compensate Plaintiff and Class Members for all hours worked because Plaintiff and Class
15 Members were regularly on-duty during their meal and/or rest periods. Finally, Defendants failed
16 to accurately calculate the regular rate of pay by, among other things, failing to include a
17 remuneration when calculating the rate of pay for overtime, double time, meal and rest period
18 premiums, vacation pay, and sick pay. Accordingly, Defendants failed to pay Plaintiff and Class
19 Members the proper sick pay, vacation pay, and minimum, regular, overtime, and double time
20 wages for all hours worked in violation of the Labor Code, the applicable IWC Wage Orders, and
21 California Code of Regulations.

22 23. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
23 Defendants deprived Plaintiff and Class Members of the opportunity to take all of their statutorily
24 entitled meal periods within the appropriate time intervals or provide compensation in lieu thereof
25 in violation of the Labor Code and IWC Wage Orders. During the Class Period, Defendants failed
26 to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Plaintiff
27 and other Class Members as required by Labor Code section 512 and section 11 of the applicable
28 Wage Order. Specifically, Plaintiff and Class Members frequently had their meal periods shortened,

1 interrupted, late, and/or missed altogether due to Defendants' practice of understaffing and
2 prioritizing work demands over taking compliant breaks. Further, Claimant and/or other aggrieved
3 employees were regularly on-duty during their meal and/or rest periods. Claimant and other
4 aggrieved employees were also restricted to the worksite. Defendants also failed to authorize and
5 permit and/or make available to Plaintiff and Class Members second meal periods when they
6 worked more than 10 hours. Moreover, Defendants rounded Plaintiff and Class Members' time
7 punches for meal periods. Accordingly, Defendants failed to authorize and permit and/or make
8 available to Plaintiff and Class Members timely, uninterrupted off-duty meal periods for at least 30
9 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to
10 compensate Plaintiff and Class Members with an additional hour of pay at their regular rate of pay
11 for every day in which they were denied a compliant meal period, in violation of the Labor Code
12 and the applicable IWC Wage Orders.

13 24. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
14 Defendants failed to permit Plaintiff and Class Members to take all of their statutorily entitled 10-
15 minute rest periods for every four (4) hours worked or major fraction thereof or provide
16 compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders. Plaintiff and
17 Class Members missed their rest breaks or had them interrupted or governed by Defendants'
18 practices and policies. Defendants also failed to adopt and implement a practice of providing third
19 rest breaks when Plaintiff and Class Members worked over 10 hours. Notwithstanding the above
20 rest break violations, Defendants failed to compensate Plaintiff and Class Members with an
21 additional hour of pay at their regular rate of pay for every day in which they suffered a rest period
22 violation. Accordingly, Employer violated the Labor Code and the applicable IWC Wage Orders.

23 25. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
24 Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses
25 incurred in the performance of their duties in violation of the Labor Code and IWC Wage Orders.
26 During the Class Period, Defendants failed to reimburse Plaintiff and Class Members for all
27 business expenses incurred for Defendants' benefit. For example, Plaintiff and Class Members were
28 required to use their personal cell phones to discuss work-related matters with Defendants'

representatives and for other work purposes without any reimbursement. Accordingly, Defendants violated the Labor Code and applicable IWC Wage Orders.

26. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants willfully failed to timely pay all wages due to Plaintiff and the Waiting Time Subclass upon separation of employment in violation of the Labor Code and IWC Wage Orders. Plaintiff and Waiting Time Subclass Members were not paid all wages (including minimum, regular, overtime, double time wages, sick pay, and vacation pay), reimbursements, meal period premiums, and/or rest period premiums within the required time period in violation of the Labor Code and applicable IWC Wage Orders.

27. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Defendants failed to furnish Plaintiff and Class Members with accurate and complete wage statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Class Members received wage statements which did not accurately reflect the gross and net wages earned, total hours worked, all applicable rates of pay and the corresponding number of hours worked at each pay rate, and correct entity name and address on wage statements issued to Plaintiff and Class Members, among other things in violation of the Labor Code and IWC Wage Orders.

28. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as described throughout this Complaint were willful.

NUMEROSITY

29. The Class is so numerous that joinder of all of its members is impracticable. While the exact number and identities of Class Members are unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff is informed, believes, and thereon alleges that the Class consists of more than 100 persons.

30. A class action is the only available method for the fair and efficient adjudication of this controversy. The members of the Class are so numerous that joinder of all members is impractical, if not impossible. The identity of Class Members can be ascertained by analysis of Defendants' employee and payroll records.

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COMMONALITY

31. Common questions of fact and law exist as to all members of the Class that predominate over any questions affecting only individual Class Members. These common legal and factual questions include, but are not limited to, the following:

(a) Whether Defendants failed to pay Plaintiff and Class Members all minimum, regular, overtime, and double time wages for all hours worked by Plaintiff and Class Members.

(b) Whether Defendants rounded the time worked by Plaintiff and Class Members to Defendants' advantage.

(c) Whether Defendants failed to pay Plaintiff and Class Members all sick pay, vacation pay, minimum, regular, overtime, and double time wages for all hours worked by Plaintiff and Class Members;

(d) Whether Defendants failed to provide timely, uninterrupted, off-duty 30-minute meal periods to Plaintiff and Class Members without compensation in lieu thereof;

(e) Whether Defendants auto-deducted 30-minute meal periods for missed or short meal periods;

(f) Whether Defendants failed to permit timely, uninterrupted, off-duty 10-minute rest breaks for every four (4) hours or major fraction thereof worked by Plaintiff and Class Members without compensation in lieu thereof;

(g) Whether Defendants failed pay premium wages to class members when they have not been provided with required meal and/or rest periods;

(h) Whether Defendants failed to timely pay Plaintiff and Waiting Time Subclass Members all wages due either immediately upon termination or within 72 hours after resignation;

(i) Whether Defendants' conduct was willful;

(j) Whether Defendants failed to issue accurate itemized wage statements to Plaintiff and Class Members;

(k) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary business expenditures;

1 (l) Whether Defendants engaged in unfair business practices in violation of
2 California Business & Professions Code sections 17200 *et seq.*;

3 (m) Additional common questions of law and fact that may develop as the
4 litigation progresses.

5 **TYPICALITY**

6 32. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical
7 of the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising
8 out of and caused by Defendants' unlawful policies and practices; the claims arise out of the same
9 course of conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the
10 claims of the Class; and the legal issues raised under California state law as a result of Defendants'
11 conduct apply equally to Plaintiff and the Class Members.

12 **ADEQUACY OF REPRESENTATION**

13 33. Plaintiff is an adequate representative of the Class, in that Plaintiff's claims (and
14 defenses, if any) are typical of those of the Class. Plaintiff has no conflicts of interest with Plaintiff's
15 fellow Class Members and will be able to fairly and adequately protect the interests of the Class.
16 Plaintiff has the same interests in the litigation of this case as the Class Members; and is committed
17 to vigorous prosecution of this case and has retained competent counsel experienced in class action
18 and wage and hour litigation of this nature.

19 **PREDOMINANCE**

20 34. Defendants have engaged in a common course of wage and hour abuse toward
21 Plaintiff and Class Members. The common issues arising from this conduct that affect Plaintiff and
22 Class Members predominate over any individual issues. Adjudication of these common issues in a
23 single action has important and desirable advantages of judicial economy.

24 **SUPERIORITY OF CLASS ACTION**

25 35. A class action is superior to other available methods for the fair and efficient
26 adjudication of this controversy because individual litigation of the claims of all Class Members is
27 impracticable. Even if every Class Member could afford individual litigation, the court system
28 could not. It would be unduly burdensome to the courts in which individual litigation of numerous

1 cases would proceed. Individualized litigation would also present the potential for varying,
2 inconsistent, or contradictory judgments and would magnify the delay and expense to all parties
3 and to the court system resulting from multiple trials of the same complex factual issues. Moreover,
4 individual actions by Class Members may establish inconsistent standards of conduct for
5 Defendants. By contrast, the conduct of this action as a class action, with respect to some or all of
6 the issues presented herein, presents fewer management difficulties, conserves the resources of the
7 parties and the court system, and protects the rights of each Class Member.

8 36. Defendants have acted or refused to act in respects generally applicable to the Class,
9 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
10 herein.

11 **PUBLIC POLICY CONSIDERATIONS**

12 37. Employers in the State of California violate employment and labor laws every day.
13 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
14 Former employees are fearful of bringing actions because they believe their former employers
15 might damage their future endeavors through negative references and/or other means. Class actions
16 provide Class Members who are not named in the action with a type of anonymity that allows for
17 the vindication of their rights while affording them privacy protections.

18 **FIRST CAUSE OF ACTION**

19 **(FAILURE TO PAY ALL WAGES)**

20 **(Against All Defendants)**

21 38. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
22 though fully set forth herein.

23 39. At all relevant times, Defendants had a duty to comply with Labor Code sections
24 204, 206, 210, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the
25 applicable IWC Wage Orders and California Code of Regulations.

26 40. Labor Code section 204 and the IWC Wage Orders require timely payment of all
27 wages owed on regularly scheduled paydays at least twice during each calendar month, on days
28 designated in advance by the employer as the regular paydays. All wages in earned in excess of the

normal work period must be paid no later than the payday for the next regular payroll period.

41. Labor Code section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

42. Labor Code section 210 provides:

every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. (b) The penalty shall either be recovered by the employee as a statutory penalty pursuant to Section 98 or by the Labor Commissioner as a civil penalty through the issuance of a citation or pursuant to Section 98.3.

43. Labor Code section 221 provides “[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

44. Labor Code section 223 provides “[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

45. Labor Code section 224 prohibits any deduction from an employee’s wages which is not either authorized by the employee in writing or permitted by law.

46. Labor Code section 246 requires employers to provide and allow employees to use at least 24 hours, or three days, of paid sick leave per year.

47. Labor Code section 227.3 requires employers to pay terminated employees for their unused paid vacation time at their final rate of pay.

48. At all times relevant, Labor Code section 510, and applicable sections of the California Code of Regulations and the IWC Wage Orders applied to Plaintiff’s work with Defendants and continue to apply to Class Members’ employment with Defendants. Labor Code section 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one and one-half times the employee's regular rate of pay. Any work performed in

1 excess of 12 hours in a workday must be compensated at the rate of no less than twice the regular
2 rate of pay for an employee.

3 49. Labor Code section 558 provides “[a]ny employer or other person acting on behalf
4 of an employer who violates, or causes to be violated, a section of this chapter or any provision
5 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
6 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
7 underpaid employee for each pay period for which the employee was underpaid in addition to an
8 amount to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100)
9 for each underpaid employee for each pay period for which the employee was underpaid in addition
10 to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section
11 shall be paid to the affected employee.”

12 50. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid
13 to all employees in California for all hours worked. Local minimum wage ordinances may provide
14 for higher minimum wage rates that must be paid to employees for all hours worked in those locales
15 where each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay
16 less than the state or local minimum wage, whichever is higher, for any hour of work.

17 51. Labor Code section 1194 provides that any employee receiving less than the legal
18 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover
19 in a civil action the unpaid balance of the full amount of the minimum wage or overtime
20 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

21 52. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an
22 amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

23 53. Labor Code section 1197 provides that the minimum wage for employees fixed by
24 the commission is the minimum wage to be paid to the employees, and the payment of a less wage
25 than minimum so fixed is unlawful.

26 54. Labor Code section 1198 prohibits employers from employing for longer hours or
27 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise
28 set by the Labor Commissioner.

1 55. The failure to pay at least minimum wages to Plaintiff and Class Members for each
2 and every hour worked violates Labor Code sections 1182.11-1182.12, 1194, 1194.2, and 1197;
3 the applicable IWC wage order section 4; and Business & Professions Code.

4 56. The failure to pay designated wages to Plaintiff and Class Members for each and
5 every hour worked violates Labor Code sections 221 and 223; the applicable IWC wage order
6 section 3; and Business & Professions Code.

7 57. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
8 Plaintiff and Class Members regularly worked in excess of eight (8), 10, and/or 12 hours per
9 workday and over 40 hours per workweek and were not paid all wages at their proper rate of pay
10 for overtime, double time, sick pay, vacation pay, and meal and rest period premiums, and off-the-
11 clock work including due to rounding, among other things.

12 58. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
13 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including sick
14 pay, vacation pay, and minimum, regular, overtime, and double time wages) by failing to accurately
15 record all time worked, time shaving, auto-deducting missed or short meal periods, rounding time
16 and meal period punches, and requiring off-the-clock work without compensation, among other
17 things.

18 59. As a direct and proximate result of Defendants' unlawful conduct, as set forth
19 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
20 of earnings from minimum, regular, overtime, and double time compensation due, in an amount to
21 be established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

22 60. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
23 conduct described herein, have committed an "intentional theft of wages in an amount greater than
24 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty
25 dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month
26 period" within the meaning of California Penal Code section 487m. Specifically, Defendants have
27 intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200,
28 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful

1 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
2 Plaintiff and Class Members under the law. Plaintiff and the Class Members he seeks to represent
3 are thus entitled to recover from Defendants treble damages and costs, including reasonable
4 attorneys' fees, pursuant to California Penal Code section 496(c).

5 61. WHEREFORE, Plaintiff and the Class Members Plaintiff seeks to represent request
6 relief as described herein and below.

7 **SECOND CAUSE OF ACTION**

8 **(FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU**

9 **THEREOF)**

10 **(Against All Defendants)**

11 62. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
12 though fully set forth herein.

13 63. At all relevant times, Defendants had a duty to comply with Labor Code sections
14 226.7 and 512, and the applicable IWC Wage Orders and California Code of Regulations.

15 64. Labor Code section 512 and Section 11 of the IWC Wage Orders prohibit an
16 employer from employing any person for a work period of more than 5 hours per day without
17 providing the employee with a meal period of not less than 30 minutes (commencing before the
18 employee's fifth hour of work), except that if the total work period per day is no more than 6 hours,
19 the meal period may be waived by mutual consent of the employer and employee. A second meal
20 period of not less than 30 minutes is required if an employee works more than 10 hours per day and
21 must begin before the employee's tenth hour of work, except if the total hours worked is no more
22 than 12 hours, the second meal period may be waived by mutual consent of the employer and
23 employee, but only if the first meal period was not waived.

24 65. Section 11 of the applicable IWC Wage Orders state that "[u]nless the employee is
25 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
26 duty' meal period and counted as time worked."

27 66. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
28 requiring any employee to work during a meal period mandated by any California statute,

1 regulation, standard or order. If an employer fails to provide an employee with a meal period in
2 accordance with state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the
3 employer pay the employee one additional hour of pay at the employee's regular rate of
4 compensation for each workday that the meal period is noncompliant.

5 67. Throughout the Class Period, Plaintiff and Class Members did not receive compliant
6 meal periods when working more than five (5) hours and/or 10 hours per workday because their
7 first and second meal periods were missed, late, interrupted, short, and/or not free of all duties.

8 68. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
9 period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and the
10 applicable IWC Wage Order and California Code of Regulations.

11 69. Plaintiff is informed, believes, and thereon alleges that Class Members did not
12 voluntarily waive their meal periods.

13 70. As a direct and proximate result of Defendants' unlawful conduct, as set forth
14 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
15 of premium pay for meal period violations and earnings, in an amount to be established at trial, plus
16 prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period
17 violations are deemed unpaid wages, Plaintiff will also seek attorneys' fees and costs pursuant to
18 statute.

19 71. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
20 conduct described herein, have committed an "intentional theft of wages in an amount greater than
21 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty
22 dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month
23 period" within the meaning of California Penal Code section 487m. Specifically, Defendants have
24 intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200,
25 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful
26 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
27 Plaintiff and Class Members under the law Plaintiff is informed, believes, and thereon alleges that
28 meal period premiums are wages, gratuities, benefits, or other compensation within the meaning of

1 California Penal Code section 487m. Plaintiff and the Class Members he seeks to represent are thus
2 entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees,
3 pursuant to California Penal Code section 496(c).

4 72. WHEREFORE, Plaintiff and the Class Members Plaintiff seeks to represent request
5 relief as described herein and below.

6 **THIRD CAUSE OF ACTION**

7 **(FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU**
8 **THEREOF)**

9 **(Against All Defendants)**

10 73. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
11 though fully set forth herein.

12 74. At all relevant times, Defendants had a duty to comply with Labor Code section
13 226.7 and the applicable IWC Wage Orders and California Code of Regulations.

14 75. Labor Code section 226.7(a) states "No employer shall require any employee to
15 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
16 Commission."

17 76. Section 12 of the applicable IWC Wage Order provides in relevant part that:

18 (A) Every employer shall authorize and permit all employees to
19 take rest periods, which insofar as practicable shall be in the middle
20 of each work period. The authorized rest period time shall be based
21 on the total hours worked daily at the rate of ten (10) minutes net rest
22 time per four (4) hours or major fraction thereof. However, a rest
23 period need not be authorized for employees whose total daily work
24 time is less than three and one-half (3 1/2) hours. Authorized rest
25 period time shall be counted as hours worked for which there shall be
26 no deduction from wages.

27 (B) If an employer fails to provide an employee a rest period in
28 accordance with the applicable provisions of this order, the employer
shall pay the employee one (1) hour of pay at the employee's regular
rate of compensation for each work day that the rest period is not
provided.

77. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
Plaintiff and Class Members worked in excess of three-and-a-half (3.5) hours, six (6) hours, and/or

1 10 hours per workday.

2 78. During the Class Period, Plaintiff and Class Members did not receive compliant 10-
3 minute rest periods for every four hours worked or major fraction thereof because rest breaks were
4 missed, interrupted, shortened, restricted to the worksite, and/or not free of all duties.

5 79. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest
6 period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
7 applicable IWC Wage Order.

8 80. As a direct and proximate result of Defendants' unlawful conduct, as set forth
9 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
10 of earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To
11 the extent such unpaid premiums or rest period violations are deemed unpaid wages, Plaintiff will
12 also seek attorneys' fees and costs pursuant to statute.

13 81. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
14 conduct described herein, have committed an "intentional theft of wages in an amount greater than
15 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty
16 dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month
17 period" within the meaning of California Penal Code section 487m. Specifically, Defendants have
18 intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200,
19 gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful
20 means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to
21 Plaintiff and Class Members under the law Plaintiff is informed, believes, and thereon alleges that
22 rest period premiums are wages, gratuities, benefits, or other compensation within the meaning of
23 California Penal Code section 487m. Plaintiff and the Class Members he seeks to represent are thus
24 entitled to recover from Defendants treble damages and costs, including reasonable attorneys' fees,
25 pursuant to California Penal Code section 496(c).

26 82. WHEREFORE, Plaintiff and the Class Members Plaintiff seeks to represent request
27 relief as described herein and below.

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1 **FOURTH CAUSE OF ACTION**

2 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)**

3 **(Against All Defendants)**

4 83. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
5 though fully set forth herein.

6 84. At all relevant times, Defendants had a duty to comply with Labor Code section 226
7 and the applicable IWC Wage Orders and California Code of Regulations.

8 85. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
9 of wages, employers must furnish each employee with an accurate itemized wage statement in
10 writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the
11 number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from
12 wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four
13 digits or employment identification number of the employee, (8) the name and address of the legal
14 entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding
15 number of hours worked at each hourly rate.

16 86. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of
17 a knowing and intentional failure by an employer to provide an accurate itemized wage statement
18 to recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each
19 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee,
20 in addition to an award of costs and attorneys' fees.

21 87. Section 7 of the IWC Wage Orders requires Defendants to maintain time records
22 showing, among other things, when the employee begins and ends each work period, meal periods
23 taken, and total daily hours worked in an itemized wage statement, and must show all deductions
24 and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff
25 and Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have
26 knowingly and intentionally failed to comply with the IWC Wage Orders.

27 88. Throughout the Class Period, Defendants provided wage statements that did not
28 accurately reflect the total number of hours worked by Plaintiff and Class Members at each

1 corresponding pay rate, the gross and net wages earned, and the correct entity name and address on
2 wage statements, among other things, making it difficult for Plaintiff and Class Members to
3 determine whether they were paid correctly for all hours worked, which deductions were made, and
4 the extent of any underpayment. Plaintiff has had to file this lawsuit in order to determine the
5 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.
6 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
7 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and recover
8 the underpayment of wages from Defendants. Defendants' violations of Labor Code section 226(a)
9 prevented Plaintiff and Class Members from knowing, understanding and disputing the wages paid
10 to them, and resulted in an unjustified economic enrichment to Defendants.

11 89. Defendants knowingly and intentionally failed to provide accurate, itemized wage
12 statements to Plaintiff and Class Members, and as such Plaintiff and Class Members are deemed to
13 have suffered injury in accordance with Labor Code section 226. Plaintiff and the Class are
14 therefore entitled to the damages and penalties provided for under Labor Code section 226(e).

15 90. Plaintiff and Class Members are also entitled to injunctive relief under Labor Code
16 section 226(h), compelling Defendants to comply with Labor Code section 226, and seek the
17 recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

18 91. WHEREFORE, Plaintiff and the Class Members Plaintiff seeks to represent request
19 relief as described herein and below.

20 **FIFTH CAUSE OF ACTION**

21 **(WAITING TIME PENALTIES)**

22 **(Against All Defendants)**

23 92. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
24 though fully set forth herein.

25 93. At all relevant times, Defendants had a duty to comply with Labor Code
26 sections 201, 202, and 203, and the applicable IWC Wage Orders and California Code of
27 Regulations. Defendants failed to comply with these final paycheck requirements with respect to
28 Plaintiff and Waiting Time Subclass Members.

1 94. Labor Code section 201 requires that if an employer discharges an employee, the
2 wages earned and unpaid at the time of discharge are due and payable immediately.

3 95. Labor Code section 202 requires that if “an employee not having a written contract
4 for a definite period” quits, the employee’s wages shall become due and payable no later than
5 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention
6 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

7 96. Labor Code section 203 provides that if an employer willfully fails to pay, without
8 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
9 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
10 an action therefor is commenced, but that the wages shall not continue for more than 30 days per
11 employee.

12 97. Plaintiff is informed, believes, and thereon alleges, that at all relevant times,
13 Defendants willfully failed to timely pay Plaintiff and Waiting Time Subclass Members all of their
14 unpaid wages earned, including, but not limited to, minimum, regular, overtime, and double time
15 wages, compensation for non-compliant meal periods and rest periods, and unpaid expense
16 reimbursements upon separation of employment. Plaintiff and Waiting Time Subclass Members
17 are entitled to timely compensation upon separation of their employment for any outstanding
18 unpaid wages, reimbursements, and premiums but to date have not received such compensation
19 from Defendants, therefore entitling them to penalties pursuant to Labor Code section 203.

20 98. As a consequence of Defendants’ willful conduct in failing to pay all earned wages,
21 Plaintiff and Waiting Time Subclass Members are entitled to up to 30 days’ wages as a penalty for
22 Defendants’ failure to timely pay wages upon separation of employment, in addition to prejudgment
23 interest, attorneys’ fees, and costs in amounts that will be established at trial.

24 99. WHEREFORE, Plaintiff and the Class Members Plaintiff seeks to represent request
25 relief as described herein and below.

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105. As a consequence of Defendants' willful conduct, Plaintiff and Class Members have sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be established at trial, plus prejudgment interest, attorney's fees, and costs pursuant to statute.

106. WHEREFORE, Plaintiff and the Class Members Plaintiff seeks to represent request relief as described herein and below.

SEVENTH CAUSE OF ACTION

(VIOLATION OF THE UNFAIR COMPETITION LAW)

(Against All Defendants)

107. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though fully set forth herein.

108. California Business & Professions Code Section 17200, *et seq.* prohibits unfair competition by prohibiting unlawful, unfair, or fraudulent business practices or acts.

109. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff, Class Members, and Defendants' competitors. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure section 1021.5.

110. Defendants' activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code sections 17200, *et seq.*

111. A violation of Business and Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law.

112. Plaintiff brings this action individually and on behalf of all members of the general public, including the Class Members, pursuant to the UCL. Defendants' conduct alleged below constitutes false, fraudulent, unlawful, unfair, and/or deceptive business practices, in violation of the UCL. Defendants' policies and practices have violated state law in at least the following respects:

(a) Failing to pay all sick pay, vacation pay, and minimum, regular, overtime, and double time wages due to Plaintiff and Class Members in violation of Labor Code sections 204,

206, 210, 218, 221, 223, 224, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC Wage Orders and California Code of Regulations;

(b) Failing to provide compliant meal periods or compensation in lieu thereof in violation of Labor Code sections 226.7 and 512;

(c) Failing to authorize or permit rest breaks and/or provide compensation in lieu thereof in violation of Labor Code section 226.7;

(d) Intentionally failing to provide Plaintiff and Class Members with accurate itemized wage statements in violation of Labor Code section 226;

(e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members upon separation of employment in violation of Labor Code sections 201, 202, and 203;

(f) Failing to reimburse Plaintiff and Class Members all necessary business expenses in violation of Labor Code sections 2800 and 2802; and

(g) Violations of the IWC Wage Orders for the same conduct above.

113. Defendants' course of conduct, acts, and practices in violation of California law mentioned above each constitute a separate and independent violation of the UCL. Defendants' conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition. The substantial harm to Plaintiff and Class Members in being wrongfully denied earned wages, meal and rest periods, premium pay, and reimbursements outweighs the utility, if any, of Defendants' policies or practices and, therefore, Defendants' actions described herein constitute an unfair business practices or acts within the meaning of the UCL.

114. Plaintiff further brings this cause of action on behalf of the proposed Class, seeking statutory and injunctive relief to stop the misconduct of Defendants, as complained herein, and to compel restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and premiums, etc.) obtained by Defendants through the unfair and unlawful business practices described herein pursuant to, *inter alia*, Business and Professions Code sections 17202, 17203, and 17208. Under the circumstances alleged, it would be inequitable and result in a miscarriage of justice for Defendants to continue to retain the property of Plaintiff and Class Members.

1 115. Defendants' failure to adopt and implement policies in accordance with and/or
2 adhere to these laws, all of which are binding upon and burdensome to Defendants' competitors,
3 engenders an unfair competitive advantage for Defendants against its competitors, thereby
4 constituting an unfair business practice, as set forth in the UCL.

5 116. Pursuant to California Business and Professions Code section 17203, as a direct and
6 proximate result of the unfair business practices of Defendants, Plaintiff, individually, and on behalf
7 of others similarly situated, is entitled to equitable and injunctive relief, against such unlawful
8 practices in order to prevent future damage, for which there is no adequate remedy at law, and to
9 avoid a multiplicity of lawsuits. Plaintiff also seeks an order enjoining Defendants to cease and
10 desist from engaging in the practices described herein.

11 117. Plaintiff and Class Members also request any other such legal and equitable relief
12 from Defendants' unlawful and willful conduct as the Court deems just and proper, including an
13 injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent
14 practices alleged in this Complaint.

15 118. As a result of Defendants' unlawful and unfair business practices, Plaintiff and Class
16 Members are entitled to and seek other appropriate relief available under California Business &
17 Professions Code sections 17200 *et seq.* Plaintiff, on behalf of herself and the Class, also seeks
18 recovery of attorneys' fees and costs of this action to be paid by Defendants as provided by
19 California Code of Civil Procedure section 1021.5.

20 119. WHEREFORE, Plaintiff and the Class Members Plaintiff seeks to represent request
21 relief as described herein and below.

22 **EIGHTH CAUSE OF ACTION**

23 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**
24 **(AGAINST ALL DEFENDANTS)**

25 120. Plaintiff incorporates by reference all previous paragraphs of this Complaint as
26 though fully set forth herein.

27 121. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
28 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to

1 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
2 after 65 days have passed without notice from the LWDA.

3 122. On April 15, 2024, Plaintiff gave written notice of the specified provisions alleged
4 to have been violated, including the facts and theories to support the alleged violations, as required
5 by Labor Code section 2699.3. This written notice was provided via certified mail to Defendants
6 and to the LWDA by electronically filing the notice via the Department of Industrial Relations'
7 website. More than 65 days have passed since Plaintiff submitted his PAGA notice to the LWDA
8 without notice from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements
9 under Labor Code section 2699.3 as to Defendants and is therefore able to pursue a claim for
10 penalties individually and all other aggrieved employees under PAGA.

11 123. Under Labor Code section 2699(a), any provision of the Labor Code that provides
12 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
13 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
14 recovered through a civil action brought by an aggrieved employee on behalf of herself and other
15 current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

16 124. For all provisions of the Labor Code except those for which a civil penalty is
17 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
18 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
19 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
20 pay period in which Defendants violated these provisions of the Labor Code.

21 125. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil
22 penalties for any alleged violation of the following provisions: subdivision (k) of section 96,
23 sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,
24 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of section 213, sections 221, 222, 222.5, 223,
25 and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of section 226, sections
26 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of section
27 232, subdivision (c) of section 232.5, sections 233, 234, 351, 353, and 403, subdivision (b) of
28 section 404, sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603,

604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of section 1174, sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of section 1198.3, sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of section 1695.5, sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of section 2673.1, sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of section 2929, and sections 3073.6, 6310, 6311, and 6399.7.

126. Defendants' conduct violates numerous Labor Code sections, including, but not limited to, the following:

(a) Violation of Labor Code Sections 201-204, 206, 210, 221, 223, 227.3, 246, 510, 558, 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, overtime, and double time wages), sick pay, and vacation pay owed to Plaintiff and other Aggrieved Employees during employment and upon separation of employment;

(b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed meal periods;

(c) Violation of Labor Code Section 226.7 for failure to permit rest breaks to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

(d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and/or other Aggrieved Employees;

(e) Violation of Labor Code Sections 226, 226.3, 1174, and 1174.5 for failure to calculate and pay sick pay at the regular rate of pay for the workweek in which Plaintiff and/or other Aggrieved Employees used paid sick time, or by dividing the Plaintiff and/or other Aggrieved Employees' total wages, not including overtime premium pay, by the Plaintiff and/or

1 other Aggrieved Employees' total hours worked in the full pay periods of the prior 90 days of
2 employment, in violation of Labor Code Sections 246, 246.5, 247, 247.5, and 248.5 and the
3 Healthy Workplaces, Healthy Families Act of 2014;

4 (f) Violation of Labor Code Section 227.3 for failure to provide to
5 Plaintiff and/or Aggrieved Employees accrual of vacation wages and failure to pay to Plaintiff
6 and/or Aggrieved Employees vested vacation wages;

7 (g) Violation of Labor Code Sections 221 and 223 for secretly paying
8 Plaintiff and/or Aggrieved Employees less than the statutory or contractual rate;

9 (h) Violation of Labor Code Sections 1174 and 1174.5 for failure to
10 maintain accurate records regarding the employment of Plaintiff and/or other Aggrieved
11 Employees;

12 (i) Violation of Labor Code Sections 2800, 2802, and 2804 for failure
13 to reimburse business expenses to Plaintiff and other Aggrieved Employees;

14 (j) Violation of Labor Code Section 1199 for each of the foregoing
15 Labor Code violations.

16 127. Labor Code section 226.3 provides: "[a]ny employer who violates subdivision (a)
17 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
18 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
19 each violation in a subsequent citation, for which the employer fails to provide the employee a
20 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.
21 The civil penalties provided for in this section are in addition to any other penalty provided by law."

22 128. Labor Code section 558(a) provides "[a]ny employer or other person acting on
23 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
24 provision regulating hours and days of work in any order of the Industrial Welfare Commission
25 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
26 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
27 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
28 for which the employee was underpaid."

1 129. Labor Code section 1174.5 provides a \$500 penalty for an employer's failure to
2 maintain accurate and complete payroll records showing the hours worked daily by and the wages
3 paid to employees.

4 130. Labor Code section 1197.1 also provides "[a]ny employer or other person acting
5 either individually or as an officer, agent, or employee of another person, who pays or causes to be
6 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
7 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
8 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
9 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
10 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
11 pay period for which the employee is underpaid regardless of whether the initial violation is
12 intentionally committed.

13 131. As set forth above, Defendants have violated numerous provisions of the Labor
14 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
15 also seeks the civil penalties set forth in Labor Code sections 226.3, 226.8, 558, 1174.5, and 1197.1
16 individually, on behalf of all aggrieved employees, and the State of California.

17 132. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
18 violators and had one or more of the alleged violations committed against Plaintiff, and therefore
19 is properly suited to represent the interests of all other aggrieved employees.

20 133. Plaintiff has exhausted the procedural requirements under Labor Code section
21 2699.3 as to Defendants and is therefore able to pursue a claim for penalties individually and on
22 behalf of all other aggrieved employees under the PAGA.

23 134. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
24 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
25 above.

26 135. Plaintiff is also entitled to attorneys' fees and costs.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the proposed Class, prays for judgment and the following specific relief against Defendants, jointly and severally, as follows:

1. That the Court certify the proposed Class and Subclasses, and any other class or subclasses as appropriate under California Code of Civil Procedure section 382;
2. That Plaintiff be appointed as the Class Representative;
3. That TORUS LLP be appointed as Class Counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For such general, economic, and/or special damages in an amount according to proof with interest thereon;
6. For damages, monetary relief, wages, premiums, reimbursements, benefits and penalties, including interest thereon;
7. For treble damages pursuant to Penal Code section 496(c) for violation of Penal Code section 487m;
8. For waiting time penalties pursuant to Labor Code section 203;
9. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
10. For the amounts provided for in Labor Code section 226.7;
11. For attorney's fees, costs of suit, including expert fees, and interest pursuant to Labor Code sections 218.6, 226, 1194, 2802 and California Code of Civil Procedure section 1021.5;
12. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200 *et seq.*;
13. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;
14. For liquidated damages pursuant to Labor Code section 1194.2;

- 1 15. For permanent injunctive relief described in the UCL cause of action;
- 2 16. For prejudgment interest on all sums recovered pursuant to Labor Code
- 3 section 218.6, California Civil Code sections 3287 and 3289, and applicable law;
- 4 17. For post-judgment interest on all amounts awarded to Plaintiff and Class Members
- 5 as provided by law; and
- 6 18. A declaratory judgment that the practices complained of herein are unlawful under
- 7 California law.
- 8 19. For PAGA penalties; and
- 9 20. An award of such other and further relief as this Court may deem appropriate.

10 Dated: June 25, 2024

TORUS LLP

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14 By: _____

David Alami

Daniel J. Hyun

Attorneys for Plaintiff NAOMI NAVARRO

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1 **DEMAND FOR JURY TRIAL**

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

3 Dated: June 25, 2024

4 **TORUS LLP**

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6 
7 By: _____
8 David Alami
9 Daniel J. Hyun
10 Attorneys for Plaintiff NAOMI NAVARRO

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