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on behalf of herself and others similarly situated

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County of Santa Barbara
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

KORTNEY KESHRI, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

AMERICAN RIVIERA BANK, a California
corporation; AMERICAN RIVIERA
BANCORP., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV01927

CLASS ACTION

Assigned for All Purposes To:
Hon. Colleen K. Sterne
Dept.: 5

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174, and 1174.5;
8. Penalties Pursuant to Labor Code § 203;
9. Failure to Pay Proper Vacation Wages Under Labor Code § 227.3;
10. Failure to Pay Proper Sick Pay Under Labor Code §§ 245 *et seq.* and 246;
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1. Plaintiff KORTNEY KESHRI, (hereinafter “Plaintiff”) on behalf of herself and all others similarly situated (collectively, “Employees”) complains of AMERICAN RIVIERA BANK, and AMERICAN RIVIERA BANCORP., Defendants, and each of them, as follows:

INTRODUCTION

2. Plaintiff brings this action on behalf of herself and all current and former Employees within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees by AMERICAN RIVIERA BANK; AMERICAN RIVIERA BANCORP.; and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

3. Plaintiff is a resident of California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California. Plaintiff and Employees worked for Defendants in Santa Barbara County, and in other nonexempt positions, throughout California, and consistently worked at Defendants' behest without being paid all wages due. More specifically, Plaintiff and Employees were employed by Defendants and worked at Defendants' offices and other facilities where the conduct giving rise to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar violations at the hands of Defendants as Employees who served in similar and related positions.

4. Defendants required Plaintiff and Employees to perform work while remaining under Defendants' control while off the clock and during their meal breaks. Defendants thus failed to pay Plaintiff and Employees for all hours worked, and provided them with inaccurate wage statements that prevented Plaintiff and Employees from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and Employees with lawful meal and rest periods, as

1 Plaintiff and Employees were not provided with the opportunity to take timely, uninterrupted, and
2 duty-free meal and rest periods as required by the Labor Code.

3 THE PARTIES

4 A. The Plaintiff

5 5. Plaintiff KORTNEY KESHRI has resided in California and during the time period
6 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
7 the State of California.

8 B. The Defendants

9 6. Defendant AMERICAN RIVIERA BANK is a California Corporation with its
10 principal executive offices in Santa Barbara, California, and has been listed as the employer on
11 wage statements issued to Plaintiff during the relevant time period. AMERICAN RIVIERA
12 BANK lists Santa Barbara, California as it's address with the California Secretary of State and
13 employed Plaintiff and the Employees in Santa Barbara County, including at Defendants' offices
14 and facilities in Santa Barbara, California, and throughout California. Defendants conduct
15 business throughout California.

16 7. Defendant AMERICAN RIVIERA BANCORP. is a California Corporation with its
17 principal executive offices in Santa Barbara, California. Plaintiff is informed and believes that
18 AMERICAN RIVIERA BANCORP. is the holding company of AMERICAN RIVIERA BANK
19 and operates as a joint employer of such. AMERICAN RIVIERA BANCORP. lists Santa Barbara,
20 California as it's address with the California Secretary of State and employed Plaintiff and the
21 Employees in Santa Barbara County, including at Defendants' offices and facilities in Santa
22 Barbara, California, and throughout California. Defendants conduct business throughout
23 California.

24 8. The true names and capacities, whether individual, corporate, associate, or
25 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
26 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
27 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
28 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in

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

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

13 JURISDICTION AND VENUE

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

23 FACTUAL BACKGROUND

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

1 Employees were not paid for the time that they worked “pre-shift” and “post-shift” without
2 compensation by spending time to clock in due to insufficient time keeping systems and
3 Defendants’ policies and practices. In addition, Defendants required Employees, at times, to
4 spend time off-the-clock going through temperature checks before being able to clock in. Further,
5 Defendants provided Plaintiff and Employees with nondiscretionary commissions, incentive pay,
6 and/or nondiscretionary bonuses, including “spot bonuses” based on employee performance, and
7 failed to incorporate nondiscretionary commissions, incentive pay, and/or nondiscretionary
8 bonuses into Employees’ regular rate of pay for purposes of paying overtime, vacation hours,
9 paid sick hours, meal premiums, and rest premiums. Plaintiff also contends that Defendants failed
10 to pay Plaintiff and the Class members all wages due and owing, failed to provide meal and rest
11 breaks, and failed to reimburse employees for necessary business expenses, all in violation of
12 various provisions of the California Labor Code and applicable Wage Orders.

13 12. During the course of Plaintiff’s and Employees’ employment with Defendants, they
14 were not paid all wages they were owed, including for all work performed and for all overtime
15 hours worked, and were required to conduct work off-the-clock to keep labor budgets low.

16 13. As a matter of Defendants’ uniform Company policy and practice, Plaintiff and the
17 Class members were at times required to work through their entitled meal and rest breaks which
18 were not compensated by Defendants in violation of the California Labor Code. Plaintiff and the
19 Class members were also not paid regular wages and overtime for the time they were required to
20 comply with other requirements imposed upon them, which they had to complete while working
21 through their meal and rest breaks and without compensation. As a result, Plaintiff and the Class
22 members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but
23 they were not paid at the appropriate overtime rate for all such hours, including by being required
24 to perform work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and
25 Employees worked substantial overtime hours during their employment with Defendants for
26 which they were not compensated, in violation of the California Labor Code, applicable IWC
27 Wage Orders.

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1 14. As a result of the above-described daily work demands and pressures to continue
2 working through entitled breaks, and the other wage violations they endured at Defendants' hands,
3 Plaintiff and Employees were not properly paid for all wages earned and for all wages owed to
4 them by Defendants, including when working more than eight (8) hours in any given day and/or
5 more than forty (40) hours in any given week. As a result of Defendants' unlawful policies and
6 practices, Plaintiff and Employees incurred overtime hours worked for which they were not
7 adequately and completely compensated. Moreover, Defendants failed to calculate
8 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned by Plaintiff
9 and Employees into their regular rate of pay for purposes of payment of overtime, vacation wages,
10 sick pay, and meal and rest period premiums. To the extent applicable, Defendants also failed to
11 pay Plaintiff and Employees at an overtime rate of 1.5 times the regular rate for the first eight
12 hours of the seventh consecutive workday in a week and overtime payments at the rate of 2 times
13 the regular rate for hours worked over eight (8) on the seventh consecutive workday, as required
14 under the Labor Code, applicable IWC Wage Orders.

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

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

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

1 second meal periods of not less than thirty minutes; nor did Defendants pay Employees “premium
2 pay,” i.e. one hour of wages at each Employee’s effective regular rate of pay, for each meal period
3 that Defendants failed to provide or deficiently provided.

4 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
5 present, Defendants have consistently failed to provide Plaintiff and Employees with paid rest
6 breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive
7 hours or major fraction thereof; nor did Defendant pay Employees premium pay for each day on
8 which requisite rest breaks were not provided or were deficiently provided at one hour of wages at
9 each Employee’s effective regular rate of pay, for each rest period that Defendants failed to
10 provide or deficiently provided.

11 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
12 present, Defendants have failed to reimburse Plaintiff and Employees for expenses necessarily
13 incurred in the performance of their job duties for Defendants including, but not limited to, cost of
14 cell phone and internet usage which were necessary to perform their duties under Defendants’
15 employ in violation of Labor Code § 2802.

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

19 21. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
20 continuing to the present, Defendants have consistently failed to keep accurate time and wage
21 records as required by California wage-and-hour laws. In addition to the herein described policies
22 and practices of Defendants that result in inaccurate wage statements, Defendants failed to list the
23 amount of sick pay available to Employees on their pay stubs, in violation of Labor Code §§
24 226(a) and 246(i).

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

23. Defendants also had a common policy and practice of systemically failing to pay Plaintiff and Employees the requisite and accrued vacation time pay in accordance with California Law. Specifically, Plaintiff and Employees accrued vested vacation time and/or paid time off. However, Defendants failed to pay all accrued vacation time and/or paid time off owed to Plaintiff and Class Members upon their separation from employment at the regular rate of pay.

24. Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and Employees at the regular rate of pay under Labor Code § 246(l). Labor Code § 246 provides that an employee who “works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Labor Code § 246(l)(1) provides that paid sick leave should be calculated “in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.” Defendants failed to provide Plaintiff and Employees with all their required and earned sick days paid at the regular rate of pay, in violation of Labor Code § 246.

25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699 et seq., and 2802.

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

CLASS ALLEGATIONS

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

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

- 1 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
2 compensated for all hours worked for Defendants at the applicable minimum wage.
- 3 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
4 compensated for all hours worked for Defendants at the required rates of pay, including for all
5 hours worked in excess of eight in a day and/or forty in a week.
- 6 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
7 Defendants' policy and/or practice of failing to provide timely unpaid 30-minute uninterrupted and
8 duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 9 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to authorize and permit Employees to take
11 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
12 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.
- 13 e. Subclass 5. Payroll Records Subclass. All Class members who were subject to
14 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
15 by California wage-and-hour laws.
- 16 f. Subclass 6. Wage Statement Subclass. All Class members who, within the
17 applicable limitations period, were not provided with accurate itemized wage statements.
- 18 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.
19 All Class members who were subject to Defendants failing to reimburse for expenses necessarily
20 incurred in the performance of Employees' job duties for Defendants which were necessary to
21 perform their duties under Defendants' employ.
- 22 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
23 applicable limitations period, either voluntarily or involuntarily separated from their employment
24 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
25 termination or separation.
- 26 i. Subclass 9. Vacation Pay Class: All Class members who earned paid vacation time
27 and/or paid time off without receiving compensation for all vested paid vacation time at the
28 regular rate of pay.

1 j. Subclass 10. Sick-Pay Class: All Class members who were not granted sick time in
2 accordance with Labor Code §§ 245 and 246.

3 k. Subclass 11. Sick-Pay Class – Regular Rate: All Class members who earned and
4 used paid sick time without being compensation at the regular rate of pay for use of such paid sick
5 time.

6 l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a result
7 of Defendants’ business acts and practices, to the extent such acts and practices are found to be
8 unlawful, deceptive, and/or unfair.

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

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

15 **A. Numerosity**

16 31. The potential members of the class as defined are so numerous that joinder of all
17 the members of the class is impracticable. While the precise number of class members has not
18 been determined at this time, Plaintiff is informed and believes that Defendants employ or, during
19 the time period relevant to this lawsuit, employed more than 100 non-exempt individuals within
20 the State of California.

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

24 **B. Commonality**

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

28 a. Whether Defendants failed to pay Employees minimum wages;

- 1 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 2 c. Whether Defendants failed to pay Employees overtime as required under Labor
- 3 Code § 510;
- 4 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
- 5 IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay
- 6 in lieu thereof;
- 7 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
- 8 Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- 9 f. Whether Defendants violated Labor Code § 226(a);
- 10 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 11 h. Whether Defendants failed to reimburse Employees for necessary business
- 12 expenses;
- 13 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 14 wages and compensation due and owing at the time of termination or separation of employment;
- 15 j. Whether Defendants failed to pay proper vacation wages at separation of
- 16 employment;
- 17 k. Whether Defendants violated California Labor Code §§ 245 *et seq.* and 246 by not
- 18 providing employees with all required paid sick time at the regular rate of pay;
- 19 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 20 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 21 n. Whether Employees are entitled to equitable relief pursuant to Business and
- 22 Professions Code § 17200 *et seq.*

23 **C. Typicality**

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

25 Employees all sustained injuries and damages arising out of and caused by Defendants' common

26 course of conducts in violation of statutes, as well as regulations that have the force and effect of

27 law, as alleged herein.

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1 **D. Adequacy of Representation**

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

5 **E. Superiority of Class Action**

6 36. A class action is superior to other available means for the fair and efficient
7 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
8 questions of law and fact common to all employees predominate over any questions affecting only
9 individual employees. Each employee has been damaged and is entitled to recovery by reason of
10 Defendants' illegal policies or practices of failing to compensate Employees properly.

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

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES**

16 **(Against All Defendants)**

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

19 39. Defendants failed to pay Employees minimum wages for all hours worked.
20 Defendants had a consistent policy of misstating Employees' time records and failing to pay
21 Employees for all hours worked. Employees would work hours and not receive wages, including
22 as alleged above in connection with working during meal breaks, and worked "pre-shift" and
23 "post-shift" without compensation by spending time to clock in due to insufficient time keeping
24 systems and Defendants' policies and practices. In addition, Defendants required Employees, at
25 times, to spend time off-the-clock going through temperature checks before being able to clock
26 in. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage
27 for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices
28 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a

1 uniform policy and practice that denied accurate compensation to Plaintiff and the other members
2 of the Class as to minimum wage pay.

3 40. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
4 states:

5 The minimum wage for employees fixed by the commission is the minimum
6 wage to be paid to employees, and the payment of a less wage than the
7 minimum so fixed is unlawful.

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

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

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

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

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

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

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

26 46. Wherefore, Employees are entitled to recover the unpaid minimum wages
27 (including double minimum wages), liquidated damages in an amount equal to the minimum
28

1 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
2 to California Labor Code § 1194(a).

3 **SECOND CAUSE OF ACTION**

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

5 **(Against All Defendants)**

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

8 48. By their conduct, as set forth herein, Defendants violated California Labor Code §
9 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
10 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
11 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
12 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
13 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
14 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
15 paying Employees wages for all hours worked including time off the clock working "pre-shift"
16 and "post-shift" without compensation by spending time to clock in due to insufficient time
17 keeping systems and Defendants' policies. In addition, Defendants required Employees, at times,
18 to spend time off-the-clock going through temperature checks before being able to clock in.
19 Moreover, Defendants systematically failed to calculate nondiscretionary commissions, incentive
20 pay, and/or nondiscretionary bonuses earned by and paid to Plaintiff and Employees into their
21 regular rate of pay for purposes of payment of overtime. Employees regularly worked over 8
22 hours on a given day without receiving overtime compensation.

23 49. Defendants' failure to pay compensation in a timely fashion also constituted a
24 violation of California Labor Code § 204, which requires that all wages shall be paid
25 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
26 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
27 and overtime compensation earned by Employees. Each such failure to make a timely payment of
28 compensation to Employees constitutes a separate violation of California Labor Code § 204. In

1 addition, at times, Defendants have failed to pay Employees within seven (7) calendar days of the
2 close of pay periods.

3 50. From four (4) years prior to the filing of this lawsuit to the present, in direct
4 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
5 and overtime compensation earned by Employees. Each such failure to make a timely payment of
6 compensation to Employees constitutes a separate violation of California Labor Code § 204.

7 51. Employees have been damaged by these violations of California Labor Code §§
8 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

9 52. Consequently, pursuant to California Labor Code §§ 201.3, 204, 510, and 1194
10 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to
11 Employees for the full amount of all their unpaid wages and overtime compensation, with
12 interest, plus their reasonable attorneys' fees and costs.

13 **THIRD CAUSE OF ACTION**

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

15 **(Against All Defendants)**

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

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

23 55. Defendants failed to provide Employees with meal periods as required under the
24 Labor Code. Employees were required to work through their meal periods which they were
25 consistently denied. At all relevant times herein, Employees were required to take meal periods
26 after working beyond the five (5) hour shifts. Plaintiff and Employees were also, at times, not
27 permitted to take full and complete thirty-minute meal periods, and otherwise took meal periods
28 shorter than thirty minutes in length, due to the control and workload exercised upon Employees

1 by Defendants. Furthermore, Employees were regularly required to work for more than 10 hours
2 in a given shift without receiving a second uninterrupted thirty (30) minute meal period as
3 required by law.

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

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

19 **FOURTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

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

24 59. Plaintiff and Employees consistently worked over three-and-one-half (3.5) hour
25 and six (6) hour shifts. At times, Employees worked over ten (10) hours in a single workday.
26 Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid
27 rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift or major
28 fraction thereof.

60. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hours of work, or major fraction thereof, when Employees worked over three-and-one-half (3.5) hours in a workday.

61. Moreover, Defendants failed to compensate Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a rest period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Defendants failed to compensate Plaintiff and Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Order. Additionally, Defendants changed Employees' time records to avoid paying meal period premiums. Additionally, as detailed above, when Defendants did pay meal period premiums, they did so at the normal regular rate of pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial. Plaintiff and Employees are also entitled to prejudgment interest for such damages.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES

IN VIOLATION OF LABOR CODE § 2802

(Against All Defendants)

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

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

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

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

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

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

68. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing inclusive dates of the pay period, the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate. In addition, Labor Code § 226(a) requires that the wage statement depict “the name and address of the legal entity that is the employer. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages. In either case the employer must give the employee these statements twice a month or each time wages are paid.

69. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. Moreover, Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set

1 forth all applicable hourly rates in effect during the pay period and the corresponding number of
2 hours worked at each such rate in violation of Labor Code § 226 (a)(9). Additionally, Defendants
3 failed in their affirmative obligation to keep accurate records of the correct overtime wages based
4 on proper regular rate calculations that included nondiscretionary commissions, incentive pay,
5 and/or nondiscretionary bonuses earned, and the total amount of compensation of their
6 Employees. The wage statements provided to Employees were confusing and required Employees
7 to engage in discovery and refer to outside sources to verify whether their pay was correct and
8 potentially resulting in a miscalculation by the Employees.

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

14 71. Pursuant to Labor Code §§ 226(a), 226(e), and 246(i), Employees are entitled to
15 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
16 violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
17 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
18 award of costs and reasonable attorneys' fees.

19 72. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
20 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
21 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
22 employee for each pay period.

23 73. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
24 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
25 shown according to proof. Plaintiff and Employees are also entitled to an award of costs and
26 reasonable attorneys' fees.

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SEVENTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174
and 1174.5
(Against All Defendants)

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

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

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

77. Defendants are also required by California Labor Code § 1198 and the applicable Wage Order to maintain a tracking system that accurately records the times at which Employees works.

78. Defendants have maintained a common unlawful policy and practice of failing to accurately record meal breaks. At all times relevant hereto, Defendants had maintained an unlawful uniform policy and practice of editing the time records entered by its Employees to change the actual meal break times recorded by the employee, in order to make it appear as though Defendants' Employees took timely and compliant meal breaks.

79. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them.

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

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EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

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

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

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

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

85. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due. Plaintiff and Employees are also entitled to an award of costs and reasonable attorneys' fees.

NINTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES UNDER LABOR CODE § 227.3
(Against All Defendants)

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

87. California Labor Code section 227.3 provides:

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

1 88. At all relevant times during the applicable limitations period, Plaintiff and
2 Employees accrued vacation time, and/or paid time off, during their employment with
3 Defendants.

4 89. However, Defendants implemented a common policy and practice of failing to pay
5 Plaintiff and Employees for all accrued vacation wages upon separation of employment, in
6 violation of Labor Code 227.3.

7 90. By reason of the above, Plaintiff and Employees are entitled to restitution for all
8 unpaid amounts due and owing to within four (4) years of the date of the filing of the original
9 Complaint until the date of entry of judgment.

10 91. Plaintiff, on behalf of herself and Employees, seeks interest thereon pursuant to
11 California Labor Code section 218.6, costs pursuant to California Labor Code section 218.6, and
12 reasonable attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO PAY PROPER SICK PAY UNDER LABOR CODE §§ 245 *ET SEQ.* AND**

15 **246**

16 **(Against All Defendants)**

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

19 93. California Labor Code § 245 et seq. requires that Defendants provide paid sick time
20 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
21 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
22 with the pay calculation under California Labor Code § 246(l).

23 94. Labor Code Section 246 affords an employee "who works in California for 30 or
24 more days within a year from the commencement of employment [] paid sick days . . . of not less
25 than one hour per every 30 hours worked" and "no less than 24 hours of accrued sick leave or paid
26 time off by the 120th calendar day of employment or each calendar year, or in each 12-month
27 period."

28 95. Additionally, Subsection (l) of Section 246 provides:

1 For the purposes of this section, an employer shall calculate paid
2 sick leave using any of the following calculations:

3 (1) Paid sick time for nonexempt employees shall be calculated in
4 the same manner as the regular rate of pay for the workweek in
5 which the employee uses paid sick time, whether or not the
6 employee actually works overtime in that workweek.

7 96. Defendants had a common policy and practice of systemically failing to pay
8 Plaintiff and Employees the requisite sick time pay in accordance with California Law.
9 Specifically, Plaintiff and Employees worked for Defendants for more than 30 days, but were not
10 paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for
11 every 12 month period of work. Additionally, the sick pay paid to Plaintiff and Employees did not
12 account for the performance-based non-discretionary bonuses, which were never factored into the
13 rate upon which sick pay was accrued and paid.

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

18 **ELEVENTH CAUSE OF ACTION**

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

20 **(Against All Defendants)**

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

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

28 100. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,

1 restitution, and other appropriate equitable relief.

2 101. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
3 business practices.

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

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

17 104. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
18 violation of the Business & Professions Code § 17200 *et seq.*

19 105. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
20 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
21 care should have known that their conduct was unlawful. Therefore, Defendants' conduct violates
22 the Business & Professions Code § 17200 *et seq.*

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

25 107. Unless restrained by this Court, Defendants will continue to engage in such
26 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
27 should make such orders or judgments, including the appointment of a receiver, as may be
28 necessary to prevent the use by Defendants or their agents or employees of any unlawful or

1 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
2 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
3 have unlawfully failed to pay.

4 **TWELFTH CAUSE OF ACTION**

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

6 **(Against All Defendants)**

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

9 109. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
10 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
11 alleged violators, Defendants.

12 110. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
13 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
14 penalty provisions, without limitation, based on the following California Labor Code sections:
15 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174,
16 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699 *et seq.*, and 2802.

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

19 112. Employees also seek any and all penalties and remedies set forth in Labor Code §
20 558, which states:

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

28 (b) If upon inspection or investigation the Labor Commissioner
determines that a person had paid or caused to be paid a wage for

1 overtime work in violation of any provision of this chapter, or any
2 provision regulating hours and days of work in any order of the
3 Industrial Welfare Commission, the Labor Commissioner may issue
4 a citation. The procedures for issuing, contesting, and enforcing
5 judgments for citations or civil penalties issued by the Labor
6 Commissioner for a violation of this chapter shall be the same as
7 those set out in Section 1197.1.

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

10 113. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
11 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
12 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
13 for each violation in a subsequent citation, for which the employer fails to provide the employee a
14 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
15 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

16 114. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
17 LWDA and Defendants postmarked on April 5, 2024. The LWDA has not provided notice of its
18 intent to investigate the alleged violations within 65 calendar days of the postmark date of the
19 letters.

20 **RELIEF REQUESTED**

21 WHEREFORE, Plaintiff prays for the following relief:

- 22 1. For an order certifying this action as a class action;
- 23 2. An order that Plaintiff be appointed class representative;
- 24 3. An order that counsel for Plaintiff be appointed class counsel;
- 25 4. For compensatory damages in the amount of the unpaid minimum wages for work
26 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
27 the filing of this action, as may be proven;
- 28 5. For liquidated damages in the amount equal to the unpaid minimum wage and
interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
6. For compensatory damages in the amount of the hourly wage made by Employees
for each missed or deficient meal period where no premium pay was paid therefor from four (4)

1 years prior to the filing of this action, as may be proven;

2 7. For compensatory damages in the amount of the hourly wage made by Employees
3 for each day requisite rest breaks were not provided or were deficiently provided where no
4 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
5 be proven;

6 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

7 9. For penalties pursuant to Labor Code § 246(i) for Employees, as may be proven;

8 10. For penalties pursuant to Labor Code § 226.3, as may be proven;

9 11. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
10 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

11 12. For penalties pursuant to Labor Code § 204, as may be proven;

12 13. For penalties pursuant to Labor Code § 1174.5, as may be proven;

13 14. For restitution for unfair competition pursuant to Business & Professions Code
14 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

15 15. For compensatory damages in the amount of all previously unreimbursed business
16 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
17 from four (4) years prior to the original filing of this action, as may be proven;

18 16. For compensatory damages in the amount equal to the unpaid vacation hours at
19 separation of employment;

20 17. For compensatory damages in the amount equal to the sick hours used by
21 Employees, at the Employees' regular rates of pay;

22 18. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

23 19. For an order enjoining Defendants and their agents, servants, and employees, and
24 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
25 duties adumbrated in this Complaint;

26 20. For all general, special, and incidental damages as may be proven;

27 21. For an award of pre-judgment and post-judgment interest;

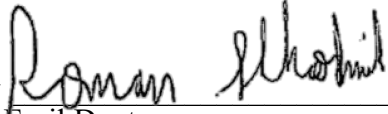
28 22. For an award providing for the payment of the costs of this suit;

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23. For an award of attorneys' fees; and
24. For such other and further relief as this Court may deem proper and just.

DATED: June 11, 2024

D.LAW, INC.

By 

Emil Davtyan
David Yeremian
Roman Shkodnik
Robert Payaslyan
Attorneys for Plaintiff KORTNEY
KESHRI and the putative class

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DATED: June 11, 2024

By 
Emil Davtyan
David Yermian
Roman Shkodnik
Robert Payaslyan
Attorneys for Plaintiff KORTNEY
KESHRI and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Rafael Gonzalez
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MULLEN & HENZELL L.L.P.
 112 E. Victoria Street
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[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Natalia Bermudes
Natalia Bermudes