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David W. Stoyan, Executive Officer / Clerk of Court

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Attorney for Plaintiffs,
CLAUDIA NAVARRO ROMERO, on behalf
of all others similarly situated, and also
on behalf of all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

CLAUDIA NAVARRO ROMERO, an
individual, on behalf of all others similarly
situated, and also on behalf of all aggrieved
employees

Plaintiffs,

v.

KHANNA ENTERPRISES, LTD. DBA
SHERATON AGOURA HILLS, a California
limited partnership; DOES 1 through 20,
inclusive,

Defendants.

FIRST AMENDED CLASS ACTION
COMPLAINT

Case No. 25STCV00203

*Assigned for all Purposes to the Honorable Judge
Peter A. Hernandez, Dept. 34*

1. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
2. **FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
3. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
4. **FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7);**
5. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
6. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
7. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.);**
8. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.).**

DEMAND OVER \$35,000

1 **DEMAND FOR JURY TRIAL**

2
3 PLAINTIFF, CLAUDIA NAVARRO ROMERO, an individual on behalf of herself and all
4 other similarly situated employees and also on behalf of all aggrieved employees (hereinafter
5 collectively referred to as "Class Plaintiffs"), hereby files this Complaint against Defendant KHANNA
6 ENTERPRISES, LTD. DBA SHERATON AGOURA HILLS, a California limited partnership and
7 DOES 1 through 20 (hereinafter collectively referred to as "Defendants"). Plaintiffs are informed and
8 believe, and thereon allege as follows:

9
10 **INTRODUCTION**

11 1. This is a civil action seeking recovery for Defendants' violations of the California Labor
12 Code, California Business and Professions Code ("B&PC"), the applicable Wage Orders issued by the
13 California Industrial Welfare Commission (hereinafter, the "IWC Wage Orders") and related common
14 law principles.

15 2. Plaintiffs' action seeks monetary damages and injunctive relief, including full restitution
16 from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

17 3. The acts complained of herein occurred, occur and will occur, at least in part, within the
18 time period from February 25, 2021 up to and through the time of trial for this matter. This is hereinafter
19 the "Class Period."

20 4. The "Class Plaintiffs" are all current and former non-exempt employees, whom were
21 employed by Defendants from on or about February 25, 2021 up to and through the time of trial in this
22 matter.

23 **JURISDICTION AND VENUE**

24 5. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
25 is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein,
26 because Defendants maintain offices and transact business within Los Angeles County, and because the
27 work that is the subject of this action was performed by Class Plaintiffs in Los Angeles County.

6. The California Superior Court has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

7. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Class Plaintiffs, were all California citizens and Defendant KHANNA ENTERPRISES, LTD. DBA SHERATON AGOURA HILLS conducted and transacted business throughout Los Angeles County. Further there is no federal question at issue, as the issues herein are based solely on California statutes and law.

THE PARTIES

PLAINTIFF CLAUDIA NAVARRO ROMERO

8. Plaintiff CLAUDIA NAVARRO ROMERO (“NAVARRO”) is an individual over the age of eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the State of California.

9. Plaintiff NAVARRRO worked for Defendant as a “housekeeper” from on or about August 12, 2023 to on or about November 1, 2023, within the County of Los Angeles, California.

DEFENDANT KHANNA ENTERPRISES, LTD. DBA SHERATON AGOURA HILLS.

10. Defendant KHANNA ENTERPRISES, LTD. DBA SHERATON AGOURA HILLS (hereinafter "KHANNA") was and is a California limited partnership doing business in the County of Los Angeles, State of California. At all relevant times, Defendant KHANNA employed 26 or more employees.

DOES 1 – 20, INCLUSIVE

11. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

12. Class Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious names pursuant to CCP §474.

13. Class Plaintiffs will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained.

ALL DEFENDANTS

14. Pursuant to Labor Code Section 558.1. “(a) any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

16. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

17. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

18. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise.

19. Defendants, and each of them, at all times mentioned in this Complaint, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

1 20. Defendants, and each of them, at all times mentioned in this Complaint approved of,
2 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
3 Complaint.

4 21. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted
5 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
6 damages alleged in this Complaint.

7 22. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants,
8 and each of them, including those defendants named as DOES 1-20 acted in concert with one another to
9 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
10 another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further
11 informed and believe, and based thereupon allege, that Defendants, and each of them, including those
12 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
13 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
14 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

15 23. Whenever and wherever reference is made in this complaint to any act or failure to act
16 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
17 and/or failures to act by each Defendant acting individually, jointly and severally.

18
19 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

20 24. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
21 a unity of interest and ownership between KHANNA and DOES 1-20 (collectively "Defendants") that
22 the individuality and separateness of defendants have ceased to exist.

23 25. Class Plaintiffs are informed and believe, and based thereon allege, that despite the
24 formation of purported corporate existence, KHANNA and DOES 1-20 are, in reality, one and the same,
25 including, but not limited to because:

26 a. KHANNA is completely dominated and controlled by DOES 1-20, who
27 personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden
28

1 and currently hide behind KHANNA to perpetrate frauds, circumvent statutes, or accomplish some other
2 wrongful or inequitable purpose.

3 b. DOES 1-20 derive actual and significant monetary benefits by and through
4 KHANNA's unlawful conduct, and by using KHANNA as the funding source for their own personal
5 expenditures.

6 c. KHANNA and DOES 1-20, while really one and the same, were segregated to
7 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
8 accomplishing some other wrongful or inequitable purpose.

9 d. KHANNA does not comply with all requisite corporate formalities to maintain a
10 legal and separate corporate existence.

11 e. The business affairs of KHANNA and DOES 1-20 are, and at all times relevant
12 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
13 inextricable confusion. KHANNA was at all times relevant hereto, used by DOES 1-20 as a mere shell
14 and conduit for the conduct of certain of KHANNA's affairs, and is, and was, the alter ego of DOES 1-
15 20. The recognition of the separate existence of KHANNA would not promote justice, in that it would
16 permit KHANNA to insulate themselves from liability to Plaintiffs for violations of the Labor Code,
17 Business and Professions Code and other statutory violations. The corporate existence of KHANNA
18 and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is
19 necessary to avoid fraud and injustice to Plaintiffs herein.

20 26. Accordingly, KHANNA constitutes the alter ego of DOES 1-20, and the fiction of their
21 separate corporate existence must be disregarded.

22 27. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and
23 based thereon allege that KHANNA and DOES 1-20 are Plaintiffs' joint employers by virtue of a joint
24 enterprise, and that Plaintiffs were employees of KHANNA and DOES 1-20. Class Plaintiffs performed
25 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
26 Defendants shared control of the responsibility and influence of Class Plaintiffs as employees, either
27 directly or indirectly, and the manner in which KHANNA's business was and is conducted.

28. Alternatively, Class Plaintiffs are informed and believe and, based thereupon alleges, that as and between DOES 1-20 and (1) there is an express or implied agreement of assumption pursuant to which DOES 1-20 agreed to be liable for the debts of KHANNA, (2) the transaction between DOES 1-20 and KHANNA amounts to a consolidation or merger of entities, (3) DOES 1-20 is a mere continuation of KHANNA, or (4) the transfer of assets to DOES 1-20 is for the fraudulent purpose of escaping liability for KHANNA's debts. Accordingly, DOES 1-20 are the successors of KHANNA, and are liable on that basis.

CLASS ACTION ALLEGATIONS

29. The Class Plaintiffs are entitled to the protections of the California Labor Code and the Wage Order.

30. The Class Plaintiffs were not paid the California statutory minimum wage for all hours worked.

31. The Class Plaintiffs regularly worked in excess of 8 hours per day or 40 hours per week and were not paid an overtime premium. Accordingly, the Class Plaintiffs were entitled to be paid overtime premiums for all hours worked over 8 hours in a single day or over 40 hours in a week.

32. The Class Plaintiffs were not permitted to take duty-free rest periods of at least ten minutes every four hours worked, as required by California Labor Code §226.7.

33. Defendants failed to maintain working conditions that comply with the Wage Order, failed to timely provide them with accurate written wage statements, and failed to timely pay them earned wages during employment.

34. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a class action pursuant to CCP §382.

35. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly situated individuals who are presently employed or were formerly employed by Defendants as non-exempt employees (including in any of Defendants' job positions with substantially similar titles and/or

1 duties) in California from February 25, 2021 through trial who were : (1) were not paid minimum wage
2 for all hours worked; (2) were not paid overtime compensation for all overtime hours worked; (3) were
3 not provided legally compliant rest periods; (4) were not provided accurate wage statements, or (5) were
4 not paid all earned wages timely upon termination of their employment.

5 36. In addition, Class Plaintiffs will seek to certify a subclass of those similarly situated
6 individuals who were formerly employed by Defendants in California from February 25, 2021 through
7 trial whose employment ended or was terminated. Hereinafter, this is referred to as the "Terminated
8 Employee SubClass."

9 37. The Class and the Terminated SubClass are herein collectively referred to as the
10 "Classes."

11 38. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
12 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
13 such time when Class Plaintiffs seek to certify the Classes alleged herein.

14 39. Numerosity (CCP §382):

- 15 a. The potential quantity of members of the Classes as defined is so numerous that
- 16 joinder of all members is unfeasible and impractical;
- 17 b. The disposition of the claims of the members of the Classes through this class action
- 18 will benefit both the parties and this Court;
- 19 c. The quantity of members of the Classes is unknown to Class Plaintiffs at this time;
- 20 however, it is estimated that the membership of the Classes numbers greater than 100
- 21 individuals; and
- 22 d. The quantity and identity of such membership is readily ascertainable via inspection
- 23 of Defendants' records.

24 40. Superiority (CCP §382): The nature of this action and the nature of the laws available to
25 Class Plaintiffs make the use of the class action format particularly efficient and the appropriate
26 procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 27 a. California has a public policy which encourages the use of the class action device;

- 1 b. By establishing a technique whereby the claims of many individuals can be resolved
2 at the same time, the class suit both eliminates the possibility of repetitious litigation
3 and provides small claimants with a method of obtaining redress for claims which
4 would otherwise be too small to warrant individual litigation;
- 5 c. This case involves large corporate Defendants and a large number of individual Class
6 members with many relatively small claims and common issues of law and fact;
- 7 d. If each individual member of the Classes were required to file an individual lawsuit,
8 the large corporate Defendants would necessarily gain an unconscionable advantage
9 because Defendants would be able to exploit and overwhelm the limited resources of
10 each individual member of the Classes with Defendants' vastly superior financial and
11 legal resources;
- 12 e. Requiring each individual member of the Classes to pursue an individual remedy
13 would also discourage the assertion of lawful claims by the members of the Classes
14 who would be disinclined to pursue an action against Defendants because of an
15 appreciable and justifiable fear of retaliation and permanent damage to their lives,
16 careers, and well-being;
- 17 f. Proof of a common business practice or factual pattern, of which the members of the
18 Classes experienced, is representative of the Classes herein and will establish the right
19 of each of the members of the Classes to recover on the causes of action alleged
20 herein;
- 21 g. Absent class treatment, the prosecution of separate actions by the individual members
22 of the Classes, even if possible, would likely create:
- 23 i) a substantial risk of each individual Plaintiff presenting in separate,
24 duplicative proceedings the same or essentially similar arguments and
25 evidence, including expert testimony;
- 26 ii) a multiplicity of trials conducted at enormous expense to both the judicial
27 system and the litigants;
- 28

- iii) inconsistent or varying verdicts or adjudications with respect to the individual members of the Classes against Defendants;
- iv) potentially incompatible standards of conduct for Defendants; and
- v) potentially incompatible legal determinations with respect to individual members of the Classes which would, as a practical matter, be dispositive of the interest of the other members of the Classes who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Classes to protect their interests.

- h. The claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant thereto;
- i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and
- j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

41. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

- a. Typicality: The claims of Plaintiff NAVARRO are typical of the claims of all members of the Classes she seeks to represent because she has been subject to all the violations described herein, as have all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.
- b. Adequacy: Plaintiff NAVARRO:
 - i) is an adequate representative of the Classes she seeks to represent;
 - ii) will fairly protect the interests of the members of the Classes;

- 1 iii) has no interests antagonistic to the member of the Classes; and
- 2 iv) will vigorously pursue this suit via attorneys who are competent, skilled
- 3 and experienced in litigating matters of this type.

4 c. Predominant Common Questions of Law or Fact: There are common questions of law
5 and/or fact as to the members of the Classes which predominate over questions
6 affecting only individual members of the Classes, including, without limitation:

- 7 i) Whether Defendants failed to pay Class Plaintiffs the California statutory
- 8 minimum wage for all hours worked in violation of the Labor Code and
- 9 Section 1 of the IWC Wage Orders;
- 10 ii) Whether Defendants failed to pay Class Plaintiffs an overtime premium
- 11 for all hours over 8 in a day or 40 in a week in violation of the Labor Code
- 12 and Section 1 of the IWC Wage Orders;
- 13 iii) Whether Defendants failed and continue to fail to authorize and permit
- 14 legally-requisite rest breaks to Class Plaintiffs in violation of the Labor
- 15 code and Section 1 of the IWC Wage Orders;
- 16 iv) Whether Defendants failed to timely furnish accurate, itemized and legal
- 17 wage statements to Class Plaintiffs;
- 18 v) Whether Defendants are derivatively liable pursuant to Labor Code §203
- 19 to the Terminated Employee SubClass;
- 20 vi) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
- 21 competition within the meaning of B&PC §17200, et seq.;
- 22 vii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
- 23 business practices within the meaning of B&PC § 17200, et seq.;
- 24 viii) Whether the members of the Classes are entitled to compensatory
- 25 damages, and if so, the means of measuring such damages;
- 26 ix) Whether the members of the Classes are entitled to injunctive relief;
- 27 x) Whether the members of the Classes are entitled to restitution; and
- 28 xi) Whether Defendants are liable for attorneys' fees and costs.

1 42. Whether each member of the Classes might be required to ultimately justify an individual
2 claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Cal.3d 232,
3 238).

4 **FIRST CAUSE OF ACTION**
5 **FOR FAILURE TO PAY WAGES DUE**
6 **LABOR CODE §§201, 226.7, 512, 1194**
7 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
8 **AGAINST ALL DEFENDANTS**

9 43. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
10 forth in full herein.

11 44. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages earned
12 and required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants
13 routinely failed to pay Class Plaintiffs minimum wage, overtime compensation and failed to compensate
14 them for missed rest breaks.

15 45. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
16 §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

17 46. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct
18 and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are
19 entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

20
21 **SECOND CAUSE OF ACTION**
22 **FOR FAILURE TO PAY MINIMUM WAGES**
23 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
24 **AGAINST ALL DEFENDANTS**

25 47. Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs
26 as though set forth in full herein.

27 48. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
28 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid

1 hours exceeded the minimum wage. Under California law, Class Plaintiffs are entitled to at least the
2 minimum wage for every hour worked.

3 49. In the four years immediately preceding the filing of this complaint, Defendants failed and
4 refused to pay Class Plaintiffs the legal minimum wage in the State of California, as set forth in Labor
5 Code §1182.12.

6 50. Defendants' failure to pay the legal minimum wage to Class Plaintiff as alleged herein is
7 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Class Plaintiffs in a civil
8 action for the unpaid balance of the full amount of the unpaid wages owed.

9 51. Pursuant to Labor Code §1194, Class Plaintiffs request that the court award reasonable
10 attorneys' fees and costs incurred by Class Plaintiffs in this action.

11 52. In addition, pursuant to Labor Code §1194.2, Class Plaintiffs are entitled to recover
12 liquidated damages in an amount equal to the minimum wages unlawfully unpaid, plus interest thereon.

13
14 **THIRD CAUSE OF ACTION**
15 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
16 **LABOR CODE §§510, 1194**
17 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
18 **AGAINST ALL DEFENDANTS**

19 53. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
20 forth in full herein.

21 54. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
22 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
23 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
24 hours in a single day. It also requires employers to pay their non-exempt employees overtime
25 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
26 work week and double-time compensation for any work done beyond the first eight hours on the seventh
27 consecutive day of work.

1 55. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
2 §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

3 56. At all relevant times, Class Plaintiffs were required to work more than eight hours per
4 day and/or more than 40 hours per workweek.

5 57. At all relevant times, Defendants failed and refused to pay Class Plaintiffs all the overtime
6 compensation required by Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare
7 Commission Order No. 5-2001.

8 58. From February 25, 2021, through trial, Class Plaintiffs worked overtime hours each
9 week, all of which should have been paid at 1.5 times their regular hourly wage rate at that time.
10 Defendants failed to pay Class Plaintiffs the requisite overtime wages in the four years immediately
11 preceding the filing of this complaint.

12 59. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and
13 proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled
14 to recover such amounts, plus interest thereon, attorneys' fees and costs.

15
16 **FOURTH CAUSE OF ACTION**
17 **FOR FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**
18 **LABOR CODE §§226.7, 516**
19 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
20 **AGAINST ALL DEFENDANTS**

21 60. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
22 forth in full herein.

23 61. Labor Code §226.7 requires an employer to provide every employee with an
24 uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or
25 substantial portion thereof, and further prohibits an employer from requiring "an employee to work
26 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
27 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
28 Standards Board, or the Division of Occupational Safety and Health."

1 62. Labor Code §516 provides that the Industrial Welfare Commission “may adopt or amend
2 working condition orders with respect to break periods, meal periods, and days of rest for any workers
3 in California consistent with the health and welfare of those workers.”

4 63. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and
5 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
6 work period. The authorized rest period time shall be based on the total hours worked daily at a rate of
7 ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need
8 not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.
9 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from
10 wages.”

11 64. Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
12 employee a rest period in accordance with the applicable provisions of this order, the employer shall pay
13 the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that
14 the rest period is not provided.”

15 65. The Class Plaintiffs sometimes worked over 4 hours per shift.

16 66. The Class Plaintiffs were entitled to a rest period of not less than 10 minutes prior to
17 exceeding 4 hours of employment.

18 67. As a matter of Defendants’ established company policy, Defendants failed to always
19 authorize and permit all required rest periods established by Labor Code §226.7 and Labor Code §516
20 and Section 12 of the IWC Wage Order(s).

21 68. Pursuant to Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which states
22 “if an employer fails to provide an employee a meal or rest period in accordance with an applicable order
23 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
24 at the employee’s regular rate of compensation for each work day that the meal or rest period is not
25 provided,” the Class Plaintiffs are entitled to damages in an amount equal to 1 additional hour of pay at
26 each employee’s regular rate of compensation for each work day that the rest period was not provided.

27 69. Pursuant to Labor Code §218.6 and Civil Code § 3287, the Class Plaintiffs seek recovery
28 for prejudgment interest on all amounts recovered herein.

1. **FIFTH CAUSE OF ACTION**
2. **FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS**
3. **LABOR CODE §§226**
4. **(ON BEHALF OF THE CLASS PLAINTIFFS)**
5. **AGAINST ALL DEFENDANTS**

6. 70. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
7. forth in full herein.

8. 71. Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the
9. time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
10. check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
11. check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
12. worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the
13. period for which the employee is paid ... (8) the name and address of the legal entity that is the employer,
14. and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
15. worked at each hourly rate by the employee"

16. 72. Further, the IWC Wage Orders §12(A) states in pertinent part: "(A) Every employer shall
17. keep accurate information with respect to each employee including the following: (3) Time records
18. showing when the employee begins and ends each work period. Meal periods, split shift intervals, and
19. total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and
20. applicable rates of pay"

21. 73. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §12(A), California
22. employers are required to maintain accurate records pertaining to the total hours worked for Defendants
23. by Class Plaintiffs, including but not limited to, beginning and ending of each work period, meal period
24. and split shift interval, the total daily hours worked, and the total hours worked per pay period and
25. applicable rates of pay.

26. 74. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders
27. §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate itemized
28. statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all

1 deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective
2 pay period and the corresponding number of hours worked at each hourly rate by each respective
3 individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs, including
4 but not limited to, beginning and ending of each work period, meal period and split shift interval, the
5 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

6 75. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
7 suffers injury if the employer fails to provide accurate and complete information as required by any one
8 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
9 requisite information without reference to other documents or information.

10 76. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate
11 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the
12 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without
13 reference to other documents or information.

14 77. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to
15 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided
16 written accurate itemized statements showing all requisite information, including but not limited to total
17 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
18 period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code
19 §226 and the IWC Wage Orders §12(A), such that the Class Plaintiffs were misled by Defendants as to
20 the correct information regarding various items, including but not limited to total hours worked by the
21 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate.

23 78. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing
24 and intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:

- 25 a. Confusion over whether they received all wages owed them by Defendants;
- 26 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 27 c. Being forced to engage in mathematical computations to analyze whether
- 28 Defendants' wages in fact compensated for all hours worked;

- 1 d. The inability to accurately calculate wage rates complicated by the fact that wage
2 statement information required by Labor Code §226 is missing;
3 e. That such practice prevents the Class Plaintiffs from being able to effectively
4 challenge information on their wage statements; and/or
5 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
6 required to collect and analyze the very information that California law requires.

7 79. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages or
8 four thousand dollars (\$4,000.00), whichever is greater.

9 80. Pursuant to Labor Code §226(g), the currently-employed members of the Class Plaintiffs
10 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

11 81. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also entitled to
12 an award of costs and reasonable attorneys' fees.

13
14 **SIXTH CAUSE OF ACTION**
15 **FOR WAITING TIME PENALTIES**

16 **LABOR CODE §203**
17 **(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)**
18 **AGAINST ALL DEFENDANTS**

19 82. The Terminated Employee SubClass re-alleges and incorporates by reference the above
20 paragraphs as though set forth in full herein.

21 83. Labor Code §203 provides that if an employer willfully fails to pay, without abatement
22 or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is
23 discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30)
24 days from the due date thereof, until paid or until an action therefore is commenced.

25 84. The members of the Terminated Employee SubClass are no longer employed by
26 Defendants as they were either discharged from or quit Defendants' employ.

1 85. Defendants had a consistent and uniform policy, practice and procedure of willfully
2 failing to pay the earned wages of Defendants' former employees, as set forth above, according to
3 amendment or proof.

4 86. As set forth above, Defendants willfully failed to pay the members of the Terminated
5 Employee SubClass their entire wages due and owing at the time of their termination or within seventy-
6 two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

7 87. Defendants' willful failure to pay wages to the members of the Terminated Employee
8 SubClass violates Labor Code §203 because Defendants knew or should have known wages were due
9 to the members of the Terminated Employee SubClass, as set forth above, but Defendants failed to pay
10 them.

11 88. Thus, the members of the Terminated Employee SubClass are entitled to recovery
12 pursuant to Labor Code §203, as well as attorneys' fees and costs.

13
14 **SEVENTH CAUSE OF ACTION**
15 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**
16 **LABOR CODE §2699**
17 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
18 **AGAINST ALL DEFENDANTS**

19 89. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
20 forth in full herein.

21 90. Under Labor Code §2699, Class Plaintiffs, as aggrieved employees, may bring an action
22 against Defendants, on behalf of herself and other current or former employees, seeking statutory civil
23 penalties for Defendants' violations of the California Labor Code.

24 91. Class Plaintiffs were aggrieved employees within the meaning of Labor Code §2699(a)
25 and 2699.3(a), as Defendants have committed multiple California Labor Code violations against them,
26 as previously pleaded in this Complaint.

27 92. On May 17, 2024, more than 65 calendar days before filing this Complaint, Class Plaintiffs
28 provided written notice by online filing to the Labor and Workforce Development Agency and to

1 Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
2 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201,
3 202, 203, 226, 226.7, 510, 1174, 1182.12, 1194, 1194.2, 1197, each of which is enumerated among the
4 serious violations set forth in Labor Code §2699.5.

5 93. Under Labor Code §2699.3(c)(2)(A), Defendants may cure alleged violations within 33
6 calendar days of the postmarked date of the written notice sent by Class Plaintiffs. As of the filing of this
7 Complaint, Defendants have not cured such violations within the specified time period. Consequently,
8 Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3

9 94. As of the filing of this Complaint, Class Plaintiffs has not received any response from the
10 Labor and Workforce Development Agency on its intent to pursue an action against Defendants.
11 Consequently, Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

12 95. As a direct and proximate result of Defendants' California Labor Code violations as set
13 forth in this Complaint, Plaintiffs are entitled to civil penalties of \$100 for each aggrieved employee per
14 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
15 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
16 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
17 provide for a penalty, §§201, 226, 226.3, 246.5, and 558.

18 96. Plaintiffs, as a personal representative of the general public, will and does seek to recover
19 any and all penalties for each and every violation shown to exist or to have occurred during the one year
20 period before Plaintiffs filed Notice with the LWDA of her intent to bring this action, in an amount
21 according to proof, as to those penalties that are otherwise only available to public agency enforcement
22 actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the
23 penalties recovered being reimbursed to the State of California and the Labor and Workforce
24 Development Agency. Plaintiffs are also entitled to reasonable attorney's fees and costs, and 25% of the
25 recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i). This claim under Labor Code §2699
26 and §2699.3 et seq., does not require class certification as it is brought pursuant to the Private Attorneys
27 General Act.
28

EIGHTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

97. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

98. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act..."

99. B&PC §17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition "are cumulative to each other and to the remedies or penalties available under all other laws of this state."

100. B&PC §17204 provides that an action for relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

101. Defendants' have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving Plaintiffs of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

102. Defendants have engaged in unfair business practices in California by practicing, employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring employees to perform the labor services complained of herein without the requisite compensation.

103. Defendants' use of such practices constitutes an unfair business practice, unfair competition and provides an unfair advantage over Defendants' competitors.

104. Plaintiffs have suffered injury in fact and have lost money or property as a result of such unfair competition.

- a. For recovery of the unpaid balance of the full amount of overtime wages due and owing, according to proof;
- b. For prejudgment interest as allowed by Labor Code §510;
- c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor Code §1194(a);

As to the Fourth Cause of Action for Failure to Authorize and Permit Rest Periods:

- a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid Rest Period Class for each workday that a paid rest period was not provided;
- b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

As to the Fifth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

- a. For damages according to proof;
- b. For recovery as authorized by Labor Code §226(e) and 226.3;
- c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(g);

As to the Sixth Cause of Action for Derivative Violations of Labor Code §203:

- a. For recovery as authorized by Labor Code §203;
- b. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203 and/or Labor Code §1194(a);

As to the Seventh Cause of Action for Derivative Violations of Labor Code §2699:

- a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- b. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and apart from other penalties in the Labor code, as follows: (i) For any violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for the employee was underpaid, and an additional penalty amount sufficient to recover underpaid wages; (ii) For

1 each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid
2 employee for each pay period for which the employee was underpaid, and an additional
3 penalty amount sufficient to recover the underpaid wages; and (iii) for these amounts to be
4 paid to the aggrieved employees;

- 5 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §2699(g)(1)
6 and any other applicable statute;

7 As to the Eighth Cause of Action for Unfair Business Practices:

- 8 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
9 Court review, to determine the amount to be returned by Defendants, and the amounts to be
10 refunded to members of the Classes who are owed monies by Defendants;
11 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
12 home address, home telephone number and, if available, email address;
13 c. For an Order requiring Defendants to make full restitution and payment pursuant to
14 California law;
15 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
16 engaging in the acts complained of herein;
17 e. For all other appropriate injunctive, declaratory and equitable relief;
18 f. For interest to the extent permitted by law;
19 g. For an award of attorneys' fees and costs incurred in the investigation, filing and
20 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code
21 §1194 and/or any other applicable provision of law;

22 As to All Causes of Action:

- 23 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees
24 and costs incurred.

1
2 DATED: March 21, 2025
3

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

4
5 By:

Ramin R. Younessi, Esq.
Attorney for Plaintiffs
CLAUDIA NAVARRO ROMERO, on behalf
of all others similarly situated and also
on behalf of all aggrieved employees

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7
8
9
10 **JURY TRIAL DEMANDED**

11 Plaintiffs demand trial of all issues by jury.

12 DATED: March 21, 2025
13

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

14
15 By:

Ramin R. Younessi, Esq.
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CLAUDIA NAVARRO ROMERO, on behalf
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