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individually, and on behalf of other similarly
situated employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

RAMELLA GUIDRY, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

KIDS KARE SCHOOLS, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No.: 24CECG02433

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 1194,
1197, and 1197.1 (Minimum Wages)**
- (2) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime)**
- (3) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Meal Break Violations)**
- (4) Violation of Cal. Labor Code § 226.7
(Rest Break Violations)**
- (5) Violation of Cal. Labor Code §§ 204
and 210 (Wages Not Timely Paid
During Employment)**

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**(6) Violation of Cal. Labor Code § 226(a)
(Wage Statement Violations)**

**(7) Violation of Cal. Labor Code §§ 201,
202, and 203 (Untimely Final Wages)**

**(8) Violation of Cal. Labor Code §§ 2800
and 2802 (Failure to Reimburse
Necessary Business Expenses)**

**(9) Violation of Cal. Business &
Professions Code §§ 17200, *et seq.***

**(10) Violation of Cal. Labor Code §§
2699, *et seq.* (California Labor Code
Private Attorneys General Act of
2004)**

DEMAND FOR JURY TRIAL

1 Plaintiff RAMELLA GUIDRY (“Plaintiff”), individually, and on behalf of other similarly
2 situated employees and aggrieved employees pursuant to the California Labor Code Private Attorneys
3 General Act (“PAGA”), alleges as follows against Defendant(s) KIDS KARE SCHOOLS, INC., and
4 DOES 1 through 25, inclusive (collectively, “Defendants”):

5 **INTRODUCTION**

6 1. This is a class action to recover damages on behalf of Plaintiff and all current and
7 former hourly-paid and/or non-exempt employees who worked for Defendants in the State of
8 California at any time during the period from four years prior to the date of the filing of this Complaint
9 through final judgment (“Class Members”).

10 2. This is an enforcement action under the California Labor Code Private Attorneys
11 General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties
12 on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the
13 State of California as hourly-paid and/or non-exempt employees at any time from one year prior to
14 Plaintiff’s submission of written notice of Defendants’ alleged violations of the California Labor Code
15 to the Labor & Workforce Development Agency (“LWDA”) through final judgment (“Aggrieved
16 Employees”).

17 3. Plaintiff alleges that Defendants hired Plaintiff and Class Members and Aggrieved
18 Employees but failed to properly pay them all wages owed for all time worked (including minimum
19 wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest
20 periods and associated premium wages to which they were entitled, failed to timely pay them all wages
21 due during their employment, failed to timely pay them all wages due upon termination of their
22 employment, failed to provide them with accurate itemized wage statements, failed to maintain
23 accurate payroll records, and failed to reimburse them for necessary business expenses.

24 4. As a result, Defendants violated, *inter alia*, California Labor Code sections 201, 202,
25 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
26 Industrial Welfare Commission (“IWC”) Wage Order. Through this action, Plaintiff seeks to recover
27 all available remedies including but not limited to actual and liquidated damages and attorney’s fees
28 and costs.

1 **JURISDICTION AND VENUE**

2 5. This is a class action lawsuit brought pursuant to California Code of Civil Procedure
3 section 382 and a PAGA action brought pursuant to California Labor Code sections 2698, et seq.

4 6. The monetary damages, restitution, statutory penalties, and other applicable legal and
5 equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and
6 will be established according to proof at trial.

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

11 8. This Court has jurisdiction over all Defendants because, upon information and belief,
12 Defendants are either citizens of California, have sufficient minimum contacts in California, and/or
13 otherwise intentionally avail themselves of the California market so as to render the exercise of
14 jurisdiction over them by the California courts consistent with traditional notions of fair play and
15 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
16 solely on California law.

17 9. Venue is proper in this Court because, upon information and belief, Defendants
18 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
19 County of Fresno. Many of the acts, events, and violations alleged herein relating to Plaintiff occurred
20 throughout the State of California, including in the County of Fresno.

21 **THE PARTIES**

22 10. At all times herein mentioned, Plaintiff RAMELLA GUIDRY is and was an individual
23 residing in Fresno County in the State of California.

24 11. At all times herein mentioned, Defendant KIDS KARE SCHOOLS, INC. was and is,
25 an employer who does business in California, with locations throughout the State of California, and
26 whose employees are engaged throughout Fresno County and the State of California, including at
27 3003 N West Ave, Fresno, California 93705.

28 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under

1 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the Complaint and
2 serve such fictitiously named Defendants once their names and capacities become known.

3 13. Plaintiff is informed and believes, and thereon alleges, that the acts and omissions
4 alleged herein were performed by, or are attributable to defendant(s) KIDS KARE SCHOOLS, INC.
5 and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or
6 working in concert with, each of the other co-Defendants and within the course and scope of such
7 agency, employment, joint venture, or concerted activity with legal authority to act on the others'
8 behalf. The acts of Defendants represent and were in accordance with Defendants' official policies.

9 14. At all relevant times, Defendants were the employers of Plaintiff within the meaning
10 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
11 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
12 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

13 15. Defendants had the authority to hire and terminate Plaintiff and the other Class
14 Members, and Aggrieved Employees to set work rules and conditions governing Plaintiff and the
15 other Class Members' employment, and to supervise their daily employment activities.

16 16. Defendants exercised sufficient authority over the terms and conditions of Plaintiff,
17 Class Members' and Aggrieved Employees employment for them to be joint employers of Plaintiff
18 and the other Class Members.

19 17. Defendants directly hired and paid wages to Plaintiff and the other Class Members.

20 18. Defendants continue to employ hourly paid and/or non-exempt employees within the
21 State of California.

22 19. At all relevant times, Defendants, and each of them, ratified each act or omission
23 complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts
24 and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

25 20. Plaintiff is informed and believes, and thereon alleges, that each Defendant is in some
26 manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and
27 transactions alleged herein.

1 **GENERAL ALLEGATIONS**

2 21. Plaintiff RAMELLA GUIDRY worked for Defendants from approximately March
3 2023 through approximately August 2023 as a School Bus Driver. Defendants jointly and severally
4 employed RAMELLA GUIDRY at their location in Fresno, California. RAMELLA GUIDRY
5 performed various duties for Defendants including, among other things, driving a school bus.

6 22. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in a
7 pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set
8 forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring
9 Plaintiff and the other Class Members to work off-the-clock without compensation, failing to properly
10 pay wages for all hours worked, failing to provide all meal and rest breaks to which they were entitled
11 and failing to pay meal and rest break premiums when due, failing to timely pay wages during
12 employment and upon termination of employment, failing to provide accurate wage statements, failing
13 to reimburse necessary business-related expenses, and failing to adhere to other related protections
14 afforded by the California Labor Code and the applicable IWC Wage Order.

15 23. Defendants knew or should have known that they had a duty to compensate Plaintiff,
16 Class Members and Aggrieved Employees pursuant to California law. Defendants had the financial
17 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so to increase
18 Defendants' profits.

19 **CLASS ACTION ALLEGATIONS**

20 24. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others
21 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
22 section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
23 superiority requirements under California Code of Civil Procedure section 382.

24 25. The proposed **Class** is defined as follows:

25 **All current and former hourly-paid and/or non-exempt employees**
26 **who worked for Defendants in the State of California at any time**
27 **during the period from four years prior to the date of the filing of**
28 **the original Complaint through final judgment.**

1 26. The proposed **Former Employee Sub-Class** is defined as follows:

2 **All former hourly-paid and/or non-exempt employees who worked**
3 **for Defendants in the State of California at any time during the**
4 **period from four years prior to the date of the filing of the original**
5 **Complaint through final judgment.**

6 27. Plaintiff reserves the right to establish additional subclasses as appropriate.

7 28. There is a well-defined community of interest in this litigation and the Class is easily
8 ascertainable. While the exact number and identities of Class Members are currently unknown to
9 Plaintiff, such information can be ascertained through appropriate discovery from records maintained
10 by Defendants and their agents.

11 29. The Class is so numerous that the individual joinder of all its members is impracticable.

12 30. Common questions of fact and law exist as to all Class Members, which predominate
13 over any questions affecting only individual members of the Class. The common legal and factual
14 questions which do not vary from Class Member to Class Member, and which may be determined
15 without reference to the individual circumstances of any Class Member include the following:

16 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
17 Plaintiff and the other Class Members for all hours worked;

18 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
19 Plaintiff and the other Class Members for all overtime hours worked;

20 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
21 Plaintiff and the other Class Members;

22 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
23 Plaintiff and the other Class Members;

24 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
25 the State of California for all hours worked, and for all missed, short, late, and/or
26 interrupted meal periods and rest breaks;

27 vi. Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class
28 Members during their employment;

- vii. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- viii. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the required time upon their discharge or resignation;
- ix. Whether Defendants failed to comply with wage reporting as required by the California Labor Code, including, *inter alia*, section 226;
- x. Whether Defendants failed to reimburse Plaintiff and the other Class Members for necessary business-related expenses and costs;
- xi. Whether Defendants' conduct was willful or reckless;
- xii. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- xiii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xiv. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

31. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other Class Members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

32. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent, and/or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same factual and legal issues. By contrast, the conduct of this action as a class action presents fewer management difficulties, conserves the resources of the

1 parties and of the court system, and protects the rights of each Class Member.

2 33. Certification of this lawsuit as a class action will advance public policy objectives.
3 Employers of this great state violate employment and labor laws every day. Current employees are
4 often afraid to assert their rights out of fear of direct or indirect retaliation. However, class
5 actions provide the Class Members who are not named in the complaint anonymity that allows for the
6 vindication of their rights.

7 **PAGA ALLEGATIONS**

8 34. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
9 Defendants.

10 35. PAGA provides that any provision of law under the California Labor Code that
11 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected
12 by the California Labor & Workforce Development Agency ("LWDA") for violations of the California
13 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
14 employee on behalf of himself or herself and other current or former employees pursuant to procedures
15 outlined in California Labor Code section 2699.3.

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

19 37. Plaintiff and the other employees are "Aggrieved Employees" as defined by California
20 Labor Code section 2699(c) because they are current or former employees of Defendants against
21 whom one or more of the alleged violations were committed.

22 38. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
23 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
24 have been met:

- 25 (a) The Aggrieved Employee shall give written notice by certified mail (hereinafter
26 "Employee's Notice") to the LWDA and the employer of the specific provisions of the
27 California Labor Code alleged to have been violated, including the facts and theories to
28 support the alleged violations.

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

39. On June 5, 2024, Plaintiff provided notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to Labor Code section 2699.3. **A true and correct copy of the Employee’s Notice is attached hereto as Exhibit A.**

40. Plaintiff did not receive a LWDA Response within sixty-five (65) calendar days of providing the Employee’s Notice.

41. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied

FIRST CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1

Failure to Pay Minimum Wage

(Against All Defendants)

42. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

43. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the other Class Members were frequently suffered or permitted to work “off-the-clock” prior to clocking-

1 in and/or after clocking-out for their shifts, such that they were not paid minimum wage for all hours
2 worked.

3 44. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
4 and the other Class Members for all hours they worked in violation of California Labor Code sections
5 1194, 1197, and 1197.1.

6 45. Defendants knew or should have known that Plaintiff and the other Class Members
7 were performing such work “off-the-clock” because, among other things, Defendants’ management
8 witnessed, authorized, was made aware of, and/or required Plaintiff and Class Members to perform
9 such work.

10 46. Defendants’ failure to pay Plaintiff and the other Class Members the minimum wage
11 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
12 Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum
13 wage compensation, as well as interest, costs, and attorney’s fees.

14 47. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
15 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
16 unpaid and interest thereon.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198**

19 **Unpaid Overtime**

20 **(Against All Defendants)**

21 48. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

22 49. California Labor Code section 1198 and the applicable IWC Wage Order provide that
23 it is unlawful to employ persons for extended periods of time without compensating them at a rate of
24 pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number
25 of hours worked by the person on a daily and/or weekly basis.

26 50. Specifically, the applicable IWC Wage Order provides that Defendants were required
27 to pay Plaintiff and the other Class Members at the rate of time-and-one-half for all hours worked in
28 excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of the first

eight (8) hours worked on the seventh consecutive day in a workweek.

51. The applicable IWC Wage Order further provides that Defendants were required to pay Plaintiff and the other Class Members overtime compensation at a rate of two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in excess of eight (8) hours on the seventh consecutive day in a workweek.

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

53. Plaintiff and the other Class Members regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week, and/or in excess of seven (7) consecutive days in a workweek. However, Defendants did not accurately record Plaintiff and the other Class Members' actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiff and the other Class Members. Defendants' failure to pay correct overtime wages included, *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock work exceed the number of hours that trigger the payment of overtime wages under California Labor Code sections 510 and 1198 and/or the applicable IWC Wage Order; (b) when Defendants intentionally, willfully, and/or negligently mischaracterized overtime as straight time; (c) when Defendants assigned more work than could reasonably be completed in a workday or workweek to Plaintiff and Class Members, but refused to authorize the overtime necessary for them to complete the assigned work; and (d) when Defendants failed to include all required wages and renumeration when calculating setting the overtime rate.

54. Defendants' failure to pay Plaintiff and the other Class Members as outlined above violates California Labor Code sections 510 and 1198 and the applicable IWC Wage Order and is therefore unlawful.

55. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members

are entitled to recover their unpaid overtime compensation, and interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(a)

Meal Break Violations

(Against All Defendants)

56. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

57. California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order govern Plaintiff and the other Class Members' employment by Defendants.

58. California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

59. The applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

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

61. Plaintiff and the other Class Members who were scheduled to work for shifts no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

62. Plaintiff and the other Class Members who were scheduled to work for shifts in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than ten (10) hours without

1 a second uninterrupted meal period of not less than thirty (30) minutes.

2 63. Defendants intentionally and willfully required Plaintiff and the other Class Members
3 to work during meal periods and failed to compensate Plaintiff and the other Class Members for work
4 performed during meal periods. This includes, among other things, requiring Plaintiff and Class
5 Members to work through their lunch breaks, permitting and/or requiring Plaintiff and Class Members
6 to take late lunch breaks, permitting and/or requiring Plaintiff and Class Members to take short lunch
7 breaks, interrupting and/or allowing others to interrupt Plaintiff and Class Members during their lunch
8 breaks, failing to relieve Plaintiff and Class Members of all duties during their lunch breaks, and
9 restricting Plaintiff and Class Members from leaving the premises during their lunch breaks.

10 64. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
11 Members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and
12 the applicable IWC Wage Order. Defendants failed to include all required wages and remuneration,
13 including non-discretionary commissions, non-discretionary bonuses, and non-discretionary
14 performance pay, when calculating regular rates of pay for meal period premiums and/or merely using
15 straight time pay to calculate regular rates of pay for meal period premiums.

16 65. Defendants' conduct therefore violates the applicable IWC Wage Order and California
17 Labor Code sections 226.7 and 512(a).

18 66. Pursuant to the applicable IWC Wage Order and California Labor Code section
19 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
20 hour of pay at their regular rate of compensation for each workday that a compliant meal
21 period was not provided as well as interest thereon.

22 **FOURTH CAUSE OF ACTION**

23 **VIOLATION OF CAL. LABOR CODE § 226.7**

24 **Rest Break Violations**

25 **(Against All Defendants)**

26 67. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

27 68. California Labor Code section 226.7 and the applicable IWC Wage Order govern
28 Plaintiff and the other Class Members' employment by Defendants.

69. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

70. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.”

71. Defendants routinely required Plaintiff and the other Class Members to work three and one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked.

72. Moreover, Defendants willfully required, suffered, and permitted Plaintiff and the other Class Members to work during what should have been their rest periods. Defendants also failed to relieve Plaintiff and the other Class Members of all duties for ten (10) minutes as required for compliant rest breaks.

73. As a result, Plaintiff worked through rest periods, took late rest periods, took interrupted rest periods, and/or took short rest periods, if at all.

74. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were not provided.

75. Defendants had no policy or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiff and the other Class Members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Order. Defendants failed to include all required wages and remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay, when calculating regular rates of pay for rest period premiums and/or merely using straight time pay to calculate regular rates of pay for rest break premiums.

76. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday compliant rest period(s) were not provided as well as interest thereon.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 204 AND 210

Wages Not Timely Paid During Employment

(Against All Defendants)

77. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

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

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

80. California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

81. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and willfully failed to timely pay Plaintiff and the other Class Members all wages due to them within the period permissible under California Labor Code section 204.

82. Plaintiff and the other Class Members are entitled to recover all available remedies for Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to California Labor Code section 210(b).

1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE § 226(a)**

3 **Wage Statement Violations**

4 **(Against All Defendants)**

5 83. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

6 84. At all material times set forth herein, California Labor Code section 226(a) provides
7 that every employer shall furnish each of its employees an accurate itemized wage statement in writing,
8 including, but not limited to, the name and address of the legal entity that is the employer, total hours
9 worked, and all applicable hourly rates.

10 85. As a result of the violations set forth in detail above (failure to pay overtime, failure to
11 pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and
12 willfully failed to provide Plaintiff and the other Class Members with complete and accurate wage
13 statements. The deficiencies include, among other things, the failure to state all hours worked, the
14 failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and
15 the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code
16 226(a).

17 86. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
18 and the other Class Members have suffered injury and damage to their statutorily protected rights.

19 87. Specifically, Plaintiff and the other Class Members have been injured by Defendants'
20 intentional violation of California Labor Code section 226(a) because they were denied both their legal
21 right to receive, and their protected interest in receiving accurate, itemized wage statements under
22 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
23 number of total hours worked on wage statements, Plaintiff and the other Class Members have been
24 prevented by Defendants from determining if all hours worked were paid and the extent of the
25 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
26 time records, and perform computations in order to analyze whether in fact Plaintiff and the other
27 Class Members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to
28 incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these

1 costs had Defendants provided the accurate number of total hours worked. This has also delayed
2 Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

3 88. Plaintiff and the other Class Members are entitled to recover from Defendants the
4 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
5 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

6 **SEVENTH CAUSE OF ACTION**

7 **VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203**

8 **Untimely Final Wages**

9 **(Against All Defendants)**

10 89. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

11 90. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
12 to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
13 section 201 mandates that if an employer discharges an employee, the employee's wages accrued and
14 unpaid at the time of discharge are due and payable immediately. California Labor Code section 202
15 mandates that if an employee quits, his or her wages shall become due and payable not later than
16 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
17 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
18 quitting.

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

24 92. As a result of the violations set forth in detail above (failure to pay overtime, failure to
25 pay minimum wages, meal break violations, and rest break violations), at the time that Plaintiff and
26 the other Class Members' employment with Defendants ended, Defendants knowingly and willfully
27 failed to pay them all wages owed to them pursuant to California Labor Code sections 201 and
28 202, including, without limitation, overtime wages, minimum wages, meal period premium wages,

1 and rest period premium wages, and all wages due to Plaintiff and Class Members as they became
2 due, as required per California Labor Code section 204.

3 93. As a result, Plaintiff and the other Class Members are entitled to all available
4 statutory penalties, including the waiting time penalties provided in California Labor Code section
5 203, together with interest thereon, as well as other available remedies.

6 **EIGHTH CAUSE OF ACTION**

7 **VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

8 **Failure to Reimburse Necessary Business Expenses**

9 **(Against All Defendants)**

10 94. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

11 95. Pursuant to California Labor Code sections 2800 and 2802, an employer must
12 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
13 of the discharge of the employee's job duties or in direct consequence of the employee's job duties or
14 in direct consequence of the employee's obedience to the directions of the employer.

15 96. Plaintiff and the other Class Members incurred necessary business-related expenses
16 and costs that were not fully reimbursed by Defendants.

17 97. Defendants intentionally and willfully failed to reimburse Plaintiff and the other Class
18 Members for all necessary business-related expenses and costs. Plaintiff and the other Class Members
19 are entitled to recover from Defendants their business-related expenses and costs incurred during the
20 course and scope of employment, plus interest accrued from the date on which Plaintiff and the other
21 Class Members incurred the necessary expenditures at the same rate as judgments in civil actions in
22 the State of California.

23 **NINTH CAUSE OF ACTION**

24 **VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE §§ 17200, *ET. SEQ.***

25 **Unfair and Unlawful Business Practices**

26 **(Against All Defendants)**

27 98. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

28 99. Each and every one of Defendants' acts and omissions in violation of the California

1 Labor Code and/or the applicable IWC Wage Order as alleged in this Complaint, including but not
2 limited to Defendants' failure and refusal to pay overtime compensation, Defendants' failure and
3 refusal to pay minimum wages, Defendants' failure and refusal to provide required meal periods and/or
4 pay meal period premiums, Defendants' failure and refusal to provide required rest periods and/or pay
5 the required rest break premiums, Defendants' failure and refusal to timely pay wages at the correct
6 rate during employment, Defendants' failure and refusal to furnish accurate itemized wage statements,
7 Defendants' failure and refusal to reimburse business-related expenses and costs, and Defendants'
8 failure and refusal to timely pay wages upon termination constitutes unfair and unlawful business
9 practices under California Business and Professions Code sections 17200, *et seq.*

10 100. Defendants' violations of California wage and hour laws constitute unfair and unlawful
11 business practices because, among other things, they were done repeatedly over a significant period
12 of time, and in a systematic manner, to the detriment of Plaintiff and the other Class Members.

13 101. Defendants have avoided payment of overtime wages, minimum wages, meal period
14 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
15 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
16 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the
17 state authorities under the California Labor Code and other applicable regulations.

18 102. As a result of Defendants' unfair and unlawful business practices, Defendants have
19 reaped unfair and illegal profits during Plaintiff and the other Class Members' tenure at the expense
20 of Plaintiff, the other Class Members, and members of the public. Defendants should be made to
21 disgorge their ill-gotten gains and to restore them to Plaintiff and the other Class Members.

22 103. Defendants' unfair and unlawful business practices entitle Plaintiff and the other Class
23 Members to seek preliminary and permanent injunctive relief, including but not limited to orders that
24 Defendants account for, disgorge, and restore to Plaintiff and the other Class Members the wages and
25 other compensation unlawfully withheld from them. Plaintiff and the other Class Members are entitled
26 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the
27 time of trial.

1 **TENTH CAUSE OF ACTION**

2 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, *ET SEQ.***

3 **California Private Attorneys General Act of 2004**

4 **(Against All Defendants)**

5 104. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 105. Plaintiff brings this action on an individual basis and on a representative basis on behalf
8 of other Aggrieved Employees and the State of California, in Plaintiff's capacity as a private attorney
9 general pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

10 106. PAGA expressly provides for a private right of action to recover civil penalties for
11 violations of the California Labor Code as follows: "Notwithstanding any other provision of law, any
12 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
13 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
14 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
15 brought by an aggrieved employee on behalf of himself or herself and other current or former
16 employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

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

20 108. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees"
21 as defined by California Labor Code section 2699(c) in that they are all current or former employees
22 of Defendants, and one or more of the alleged violations were committed against them.

23 109. Defendants' conduct, as alleged herein, violates numerous sections of the California
24 Labor Code, including, but not limited to, the following:

25 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
26 overtime wages, as set forth more fully below;

27 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
28 pay minimum wages, as set forth more fully below;

- (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully below;
- (d) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay required meal period premiums, as set forth more fully below;
- (e) Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully below;
- (f) Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully below;
- (g) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and Aggrieved Employees during employment, as set forth more fully before;
- (h) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- (i) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and Aggrieved Employees, as set forth more fully below;
- (j) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set forth more fully below; and
- (k) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and Aggrieved Employees for necessary business-related expenses, as set forth more fully below.

110. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided

1 by the California Labor Code and/or other statutes.

2 111. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
3 Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for
4 the enforcement of labor laws and education of employers and employees about their rights and
5 responsibilities and twenty-five (25%) to the Aggrieved Employees.

6 112. Plaintiff retained counsel to file this court action, and to assess and collect the civil
7 penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and
8 costs pursuant to California Labor Code sections 210, 218.5, 2699(g)(1), and any other applicable
9 statute.

10 **Failure to Pay Minimum Wages**

11 113. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage
12 for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
13 wage less than the minimum so fixed is unlawful.

14 114. The IWC set the minimum wage for Plaintiff and the Aggrieved Employees in the
15 applicable IWC Wage Order.

16 115. Defendants failed to pay minimum wage to Plaintiff and the Aggrieved Employees for
17 a wide range of off-the-clock work performed, including, *inter alia*, requiring Plaintiff and the
18 Aggrieved Employees to answer calls regarding billing.

19 116. Moreover, Defendants had a policy, practice, and procedure of rounding employee time
20 such that Plaintiff and Aggrieved Employees were systematically unpaid and/or underpaid for time
21 worked over the course of their employment.

22 117. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
23 and the Aggrieved Employees for all hours they worked in violation of California Labor Code sections
24 1194, 1197, and 1197.1.

25 **Failure to Pay Proper Overtime Wages**

26 118. California Labor Code section 510 and the applicable IWC Wage Order require
27 Defendants to pay Plaintiff and Aggrieved Employees who worked more than eight (8) hours in a day,
28 more than forty (40) hours in a workweek, and/or seven (7) consecutive days, at the rate of one-and-

1 a-half times their regular rate for all such hours worked.

2 119. California Labor Code section 510 and the applicable IWC Wage Order further requires
3 Defendants to pay Plaintiff and Aggrieved Employees who worked more than twelve (12) hours in a
4 day or more than eight (8) hours on the seventh consecutive day, overtime compensation at a rate of
5 two (2) times their regular rate of pay for all such hours worked.

6 120. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked
7 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40)
8 hours in a workweek, and/or for seven (7) or more consecutive days, but Defendants routinely failed
9 to properly account for all such overtime hours and further failed to compensate Plaintiff and
10 Aggrieved Employees at the correct overtime rates.

11 121. Defendants' failure to pay correct overtime wages included, *inter alia*: (a) when the
12 combined total of the off-the-clock work discussed *supra* and the on-the-clock work exceed the
13 number of hours that trigger the payment of overtime wages under Labor Code sections 510 and/or
14 the applicable Wage Order; (b) when Defendants intentionally, willfully and/or negligently
15 mischaracterized overtime as straight time, or double time as time-and-a-half; (c) when Defendants
16 assigned more work than could reasonably be completed in a workday or workweek to Plaintiff and
17 Aggrieved Employees, but refused to authorize the overtime necessary for them to complete the
18 assigned work; and (d) when Defendants failed to include all required wages and remuneration when
19 calculating the overtime rate.

20 122. Defendants' failure to pay Plaintiff and Aggrieved Employees proper overtime
21 compensation, as required by California law, violates the provisions of California Labor Code section
22 510, and is therefore unlawful.

23 **Failure to Provide Meal Periods**

24 123. California Labor Code section 226.7 provides that no employer shall require an
25 employee to work during any meal period mandated by an applicable IWC Order.

26 124. California Labor Code section 512(a) provides that an employer may not require, cause,
27 or permit an employee to work for a period of more than five (5) hours per day without providing the
28 employee with a meal period of not less than thirty (30) minutes, except that if the total work period

per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

125. California Labor Code section 512(a) further provides that an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

126. The applicable IWC Wage Order sets forth the same requirements for meal breaks.

127. Plaintiff and Aggrieved Employees who were scheduled to work for no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

128. Plaintiff and the Aggrieved Employees who were scheduled to work for more than six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

129. Plaintiff and the Aggrieved Employees, who were scheduled to work for more than ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

130. Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

131. Moreover, when meal breaks were provided, they were often interrupted, cut-short, and/or Plaintiff and the Aggrieved Employees were not relieved of all duties as required by law.

132. Such conduct violates California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order.

Failure to Pay Compliant Meal Break Premiums

133. California Labor Code section 226.7 provides: “[i]f an employer fails to provide an employee a [meal] period in accordance with a state law, including, but not limited to, an applicable

1 statute or applicable regulation, standard, or order of the Industrial Welfare Commission... the
2 employer shall pay the employee one additional hour of pay at the employee's regular rate of
3 compensation for each workday that the [meal] period is not provided.

4 134. The applicable IWC Wage Order provides: “[i]f an employer fails to provide an
5 employee a meal period in accordance with the applicable provisions of this Order, the employer shall
6 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work
7 day that the meal period is not provided.”

8 135. Defendants failed to pay Plaintiff and Aggrieved Employees meal period premiums
9 due in violation of California Labor Code sections 226.7 and 512 on each day when a complete, timely,
10 and uninterrupted meal period of at least thirty (30) minutes was not provided.

11 136. Moreover, if and when meal break premiums were provided, Defendants failed to
12 incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
13 Employees in the regular rate of compensation for purposes of such premiums.

14 137. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
15 Code section 226.7.

16 **Failure to Provide Rest Periods**

17 138. California Labor Code section 226.7 provides that no employer shall require an
18 employee to work during any rest period mandated by an applicable order of the California IWC.

19 139. The applicable IWC Wage Order provides that “[e]very employer shall authorize and
20 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
21 work period” and that the “rest period time shall be based on the total hours worked daily at the rate
22 of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily
23 work time is less than three and one-half (3½) hours.

24 140. Defendants required Plaintiff and the Aggrieved Employees to work four (4) or more
25 hours without authorizing or permitting a timely ten (10) minute uninterrupted rest period during
26 which time they were relieved of their duties per each four (4) hour period, or major fraction thereof
27 worked.

28 141. Defendants’ conduct therefore violates the applicable IWC Wage Orders and California

1 Labor Code section 226.7.

2 **Failure to Pay Rest Break Premiums**

3 142. California Labor Code section 226.7 provides: “[i]f an employer fails to provide an
4 employee a meal or rest or recovery period in accordance with a state law, including, but not limited
5 to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare
6 Commission,... the employer shall pay the employee one additional hour of pay at the employee's
7 regular rate of compensation for each workday that the [rest] period is not provided.

8 143. The applicable IWC Wage Order provides: “[i]f an employer fails to provide an
9 employee a rest period in accordance with the applicable provisions of this Order, the employer shall
10 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work
11 day that the rest period is not provided.

12 144. Defendants failed to pay Plaintiff and Aggrieved Employees required rest break
13 premiums due when compliant rest periods were not provided.

14 145. Such conduct is in direct violation of California Labor Code section 226.7.

15 **Failure to Timely Pay Wages During Employment**

16 146. California Labor Code section 204 provides that all wages earned by any person in any
17 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
18 due upon termination of an employee, are due and payable between the 16th and the 26th day of the
19 month during which the labor was performed. It further provides all wages earned by any person in
20 any employment between the 16th and the last day, inclusive, of any calendar month, other than those
21 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
22 the following month.

23 147. California Labor Code section 204 provides that all wages earned for labor in excess
24 of the normal work period shall be paid no later than the payday for the next regular payroll period.

25 148. During the relevant time period, Defendants intentionally and willfully failed to pay
26 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
27 under California Labor Code section 204, including wages for overtime compensation, minimum wage
28 compensation, meal period premiums, and rest period premiums.

1 149. Such conduct violates California Labor Code section 204.

2 **Failure to Timely Pay Wages Upon Termination**

3 150. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
4 to timely pay all earned and unpaid wages to an employee who is discharged.

5 151. California Labor Code section 201 mandates that if an employer discharges an
6 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
7 immediately.

8 152. California Labor Code section 202 mandates that if an employee quits, his or her wages
9 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee
10 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee
11 is entitled to his or her wages at the time of quitting.

12 153. California Labor Code section 203 provides that if an employer willfully fails to pay,
13 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
14 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
15 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
16 continue for more than thirty (30) days.

17 154. At the time that Plaintiff and Aggrieved Employees' employment with Defendants
18 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
19 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
20 limitation, overtime wages, minimum wages, and meal and rest period premium wages.

21 155. Such conduct violates California Labor Code sections 201, 202, and 203.

22 **Failure to Provide Compliant Wage Statements**

23 156. California Labor Code section 226(a) provides that every employer shall furnish each
24 of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total
25 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
26 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
27 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
28 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his

1 or her social security number, (8) the name and address of the legal entity that is the employer, and (9)
2 all applicable hourly rates in effect during the pay period and the corresponding number of hours
3 worked at each hourly rate by the employee.

4 157. Defendants intentionally and willfully failed to provide employees with complete and
5 accurate wage statements. The deficiencies include, among other things, the failure to state all correct
6 rates of pay, all hours worked, all meal period premium wages earned, and all rest period premium
7 wages earned.

8 158. Such conduct violates California Labor Code section 226.

9 **Failure to Keep Requisite Payroll Records**

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

16 160. Defendants intentionally and willfully failed to keep accurate and complete payroll
17 records showing the hours worked daily and the wages paid to Plaintiff and the Aggrieved Employees.

18 161. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
19 and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

20 162. More specifically, Plaintiff and the Aggrieved Employees have been injured by
21 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
22 were denied both their legal right and protected interest, in having available, accurate and complete
23 payroll records pursuant to California Labor Code section 1174(d).

24 **Failure to Reimburse Necessary Business Expenses**

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

164. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the usage of personal cell phones and wireless internet for work-related purposes.

165. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved Employees for all necessary business-related expenses and costs.

166. Such conduct violates California Labor Code section 2802.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated and other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel the names and most current/last known contact information (addresses, e-mails, and telephone numbers) of all Class Members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other Class Members;
6. For general unpaid wages and such general and special damages as may be appropriate;
7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other Class Members in the amount as may be established according to proof at trial;
8. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);
10. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Second Cause of Action

12. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and the other Class Members;

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

14. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

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

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

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other Class Members;

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

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

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

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

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

As to the Fourth Cause Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and the applicable IWC Wage Order by willfully failing to provide all rest periods to Plaintiff and the other Class Members;

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

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

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

1 and

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

3 **As to the Fifth Cause of Action**

4 28. That the Court declare, adjudge, and decree that Defendants violated California Labor
5 Code section 204 by willfully failing to pay all compensation owed at the time required by California
6 Labor Code section 204 to Plaintiff and the other Class Members;

7 29. For statutory penalties pursuant to California Labor Code section 210; and

8 30. For such other and further relief as the Court deems just and proper.

9 **As to the Sixth Cause of Action**

10 31. That the Court declare, adjudge, and decree that Defendants violated the provisions of
11 California Labor Code section 226(a) as to Plaintiff and the other Class Members, and willfully failed
12 to provide accurate itemized wage statements to them;

13 32. For actual, consequential, and incidental losses and damages, according to proof;

14 33. For statutory penalties pursuant to California Labor Code section 226(e);

15 34. For injunctive relief to ensure compliance with this section, pursuant to
16 California Labor Code section 226(h); and

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

18 **As to the Seventh Cause of Action**

19 36. That the Court declare, adjudge, and decree that Defendants violated California Labor
20 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
21 termination of the employment of Plaintiff and the other Class Members no longer employed by
22 Defendants;

23 37. For all actual, consequential, and incidental losses and damages, according to proof;

24 38. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
25 and the other Class Members who have left Defendants' employ;

26 39. For pre-judgment interest on any unpaid compensation from the date due; and

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

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other Class Members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code sections as to Plaintiff and the other Class Members: 1194, 1197, and 1197.1 (by failing to pay minimum wages); 510 and 1198 (by failing to pay overtime wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely pay wages during employment); 226(a) (by failing to provide accurate wage statements); 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to reimburse business-related expenses);

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

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

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

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

As to the Tenth Cause of Action

51. For the imposition of civil penalties pursuant to California Labor Code sections 2699,

1 210, 558, 226, 226.3, 1174.5, and 1197.1 and all other penalties allowed by the California Labor Code
2 and/or other applicable statutes;

3 52. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1)
4 of the California Labor Code; and

5 53. For such other and further relief as the Court may deem proper
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7 Dated: October 29, 2025

BLACKSTONE LAW, APC

8
9 By:



Jonathan M. Genish, Esq.
Barbara DuVan-Clarke, Esq.
Danielle GruppChang, Esq.
Annabel F. Blanchard, Esq.
P.J. Van Ert, Esq.

Attorneys for Plaintiff RAMELLA GUIDRY,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

1 **DEMAND FOR JURY TRIAL**

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

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4 Dated: October 29, 2025

BLACKSTONE LAW, APC

5
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10 *Attorneys for* Plaintiff RAMELLA GUIDRY,
11 individually, and on behalf of other similarly
12 situated employees
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