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on behalf of herself and others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO

ANNA ZAPUSKALOVA, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

YOLO COUNTY CHILDREN'S ALLIANCE;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: CV2024-1877

CLASS ACTION

**PLAINTIFF ANNA ZAPUSKALOVA'S
FIRST AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE AND STRAIGHT TIME WAGES IN VIOLATION OF LABOR CODE SECTIONS 1194, 1194.2 AND 1197**
- 2. FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED IN VIOLATION OF LABOR CODE SECTIONS 510, 1194, 1194.2, AND 1198**
- 3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**

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4. **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**
5. **FAILURE TO MAINTAIN RECORDS IN VIOLATION OF LABOR CODE SECTIONS 1174 AND 1174.5**
6. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
7. **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802 OR 221**
8. **FAILURE TO PAY WAGES FOR ACCRUED PAID SICK DAYS AT THE REGULAR RATE OF PAY IN VIOLATION OF LABOR CODE SECTION 246**
9. **FAILURE TO PAY ACCRUED AND VESTED VACATION/PTO WAGES IN VIOLATION OF LABOR CODE SECTION 227.3**
10. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
11. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**
12. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

**("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff ANNA ZAPUSKALOVA ("Plaintiff"), who alleges and complains on information and belief except as to those allegations relating to plaintiff herself, which are asserted on personal knowledge, against Defendants YOLO COUNTY CHILDREN'S ALLIANCE; and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a class action lawsuit and representative Private Attorneys' General Act of 2004, Labor Code § 2698, et seq. ("PAGA") action seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to maintain records; statutory penalties for failure to provide accurate wage statements; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; failure to pay wages for accrued paid sick time at the regular rate of pay; failure to pay accrued and vested vacation and/or paid-time-off ("PTO") wages; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment; applicable civil penalties pursuant to PAGA; restitution under California Business and Professions Code sections 17200, *et seq.*, injunctive relief and other equitable relief; reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiff's and putative class members' claims for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the

1 overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods
2 or pay meal period premium wages; failure to authorize or permit all legally required and/or
3 compliant rest periods or pay rest period premium wages; failure to maintain records; statutory
4 penalties for failure to provide accurate wage statements; indemnification for all necessary
5 expenditures or losses incurred by employees in direct consequence of discharging their duties;
6 failure to pay wages for accrued paid sick time at the regular rate of pay; failure to pay accrued and
7 vested vacation and/or PTO wages; statutory waiting time penalties in the form of continuation
8 wages for failure to timely pay employees all wages due upon separation of employment; applicable
9 civil penalties pursuant to PAGA; for the following reasons: Defendants operate throughout
10 California; Defendants employed Plaintiff and putative class members in locations throughout
11 California, including but not limited to Yolo County, at 1200 Anna Street, West Sacramento, CA
12 95605; more than two-thirds of putative class members are California citizens; the principal
13 violations of California law occurred in California; no other class actions have been filed against
14 Defendants in the last four (4) years alleging wage and hour violations; the conduct of Defendants
15 forms a significant basis for Plaintiff's and putative class members' claims; and Plaintiff and
16 putative class members seek significant relief from Defendants.

17 **III. PARTIES**

18 3. Plaintiff brings this action on behalf of herself and other members of the general
19 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
20 is filed are current, former, and/or future employees of Defendants as direct employees as well as
21 temporary employees employed through temp agencies who work as hourly non-exempt employees.
22 At all times mentioned herein, the currently named Plaintiff is and was a resident of California and
23 was employed by Defendants in the State of California within the four (4) years prior to the filing
24 of this Complaint.

25 4. Defendants employed Plaintiff as an hourly non-exempt employee from in or around
26 October 5, 2022 until on or about December 4, 2023.

27 5. Defendants employed Plaintiff and other hourly non-exempt employees throughout
28 the State of California and therefore their conduct forms a significant basis of the claims asserted in

1 this matter.

2 6. Defendant YOLO COUNTY CHILDREN’S ALLIANCE is authorized to do
3 business within the State of California and is doing business in the State of California and/or that
4 Defendants, DOES 1-50, are and at all times relevant hereto were persons acting on behalf of
5 Defendant YOLO COUNTY CHILDREN’S ALLIANCE in the establishment of, or ratification of,
6 the aforementioned illegal wage and hour practices or policies. Defendant YOLO COUNTY
7 CHILDREN’S ALLIANCE operates in Yolo County and employed Plaintiff and putative class
8 members in Yolo County, including but not limited to, at 1200 Anna Street, West Sacramento, CA
9 95605.

10 7. Defendants, DOES 51-100, are individuals unknown to Plaintiff. Each individual
11 Defendant is sued individually in his or her capacity as an agent, shareholder, owner, representative,
12 supervisor, independent contractor and/or employee of each Defendants and participated in the
13 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.

14 8. Plaintiff is unaware of the true names of Defendant DOES 1-100. Plaintiff sues said
15 Defendants by said fictitious names and will amend this Complaint when the true names and
16 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
17 by law or by the Court. Each of the fictitiously named Defendants is in some manner responsible
18 for the events and allegations set forth in this Complaint.

19 9. Each Defendant was an employer, was the principal, agent, partner, joint venturer,
20 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
21 interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with
22 some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships
23 to some or all of the other Defendants so as to be liable for their conduct with respect to the matters
24 alleged in this Complaint. Defendants acted pursuant to and within the scope of the relationships
25 alleged above, and that at all relevant times, Defendants knew or should have known about,
26 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
27 Defendants. As used in this Complaint, “Defendants” means “Defendants and each of them,” and
28 refers to the Defendants named in the particular cause of action in which the word appears and

1 includes Defendant YOLO COUNTY CHILDREN’S ALLIANCE and DOES 1 to 100, inclusive.

2 10. At all times mentioned herein, each Defendants was the co-conspirator, agent,
3 servant, employee, and/or joint venturer of each of the other Defendants and was acting within the
4 course and scope of said conspiracy, agency, employment, and/or joint venture and with the
5 permission and consent of each of the other Defendants.

6 11. Plaintiff makes the allegations in this Complaint without any admission that, as to
7 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
8 reserves all of Plaintiff’s rights to plead in the alternative.

9 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

10 12. Pursuant to the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 (“Wage Order”), codified at California Code of Regulations, title 8, section 11040, Defendants are
12 employers of Plaintiff within the meaning of Wage Order 4 and applicable Labor Code sections.
13 Therefore, each of these Defendants is jointly and severally liable for the wrongs complained of
14 herein in violation of the Wage Order and the Labor Code.

15 13. **Failure to pay wages for all hours worked at the legal minimum wage and**
16 **straight time wages:** Defendants employed many of their employees, including Plaintiff, as hourly
17 non-exempt employees. In California, an employer is required to pay hourly employees for all
18 “hours worked,” which includes all time that an employee is under the control of the employer and
19 all time the employee is suffered and permitted to work. This includes the time an employee spends,
20 either directly or indirectly, performing services which inure to the benefit of the employer.

21 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
22 for all “hours worked” at least at the minimum wage rate of pay as established by the IWC and the
23 Wage Orders.

24 15. Plaintiff and similarly situated hourly non-exempt employees sometimes worked
25 more minutes per shift than Defendants credited them with having worked. On those occasions,
26 Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable
27 minimum wage for all hours worked due to Defendants’ policies, practices, and/or procedures
28 including, but not limited to:

1 (a) "Rounding down" or "shaving down" Plaintiff's and similarly situated employees'
2 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for
3 meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

4 (b) Failing to pay Plaintiff and similarly situated employees overtime wages on days they
5 worked more than 8 hours due Defendants using "Flex Time" system, instead Plaintiff and similarly
6 situated employees would be credited on days not worked and Defendants would clock in and out
7 hours as Plaintiff and similarly situated employees as if they worked on those days.

8 16. Plaintiff and similarly situated employees were not always paid for this time resulting
9 in Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly situated
10 employees worked.

11 17. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
12 employees to be subject to Defendants' control without paying wages for that time. This resulted in
13 Plaintiff and similarly situated employees working time for which they were not compensated any
14 wages, in violation of Labor Code sections 1194, 1194.2, 1197, and Wage Order 4.

15 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
16 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
17 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
18 which includes all time that an employee is under the control of the employer and all time the
19 employee is suffered or permitted to work. This includes the time an employee spends, either
20 directly or indirectly, performing services which inure to the benefit of the employer.

21 19. Labor Code sections 510 and 1194 and Wage Order 4 require an employer to
22 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
23 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
24 in a workweek:

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26 Any work in excess of eight hours in one workday and any work in excess of 40
27 hours in any one workweek and the first eight hours worked on the seventh day of
28 work in any one workweek shall be compensated at the rate of no less than one and
one-half times the regular rate of pay for an employee. Any work in excess of 12
hours in one day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight hours on any

seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Labor Code section 510; Wage Order 4, § 3.

20. Defendants sometimes failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

(a) "Rounding down" or "shaving down" Plaintiff's and similarly situated employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

(b) Failing to pay Plaintiff and similarly situated employees overtime wages on days they worked more than 8 hours due Defendants using "Flex Time" system, instead Plaintiff and similarly situated employees would be credited on days not worked and Defendants would clock in and out hours as Plaintiff and similarly situated employees as if they worked on those days.

21. Plaintiff and similarly situated employees were not always paid for this time.

22. To the extent the employees had already worked 8 hours in the day and on workweeks they had already worked 40 hours in a workweek, the employees should have been paid overtime for this unpaid time. This sometimes resulted in hourly non-exempt employees working time which should have been paid at the legal overtime rate but was not paid any wages in violation of Labor Code sections 510, 1194, and Wage Order 4.

23. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

24. **Failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages:** Defendants often employed hourly non-exempt employees, including the named Plaintiff and similarly situated employees, for shifts longer than five (5) hours in length and shifts longer than ten (10) hours in length.

25. California law requires an employer to authorize or permit an uninterrupted meal period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of work and a second meal period no later than the employee's tenth hour of work. Cal. Lab. Code § 512;

1 Wage Order 4, § 11. If the employee is not relieved of all duties during a meal period, the meal
2 period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty”
3 meal period is only permitted when (1) the nature of the work prevents an employee from being
4 relieved of all duty and (2) the parties have a written agreement agreeing to on-duty meal periods.
5 If the employee is not free to leave the work premises or worksite during the meal period, even if
6 the employee is relieved of all other duty during the meal period, the employee is subject to the
7 employer’s control and the meal period is counted as time worked. If an employer fails to provide
8 an employee a meal period in accordance with the law, the employer must pay the employee one
9 (1) hour of pay at the employee’s regular rate of pay for each workday that a legally required and
10 compliant meal period was not provided. Cal. Lab. Code § 226.7; Wage Order 4, § 11.

11 26. Here, Plaintiff and similarly situated employees often worked shifts long enough to
12 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
13 practices, and/or procedures that sometimes resulted in their failure to authorize or permit meal
14 periods to Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-
15 hour period of work as required by law. Such policies, practices, and/or procedures included, but
16 were not limited to,

17 (a) “Rounding down” or “shaving down” Plaintiff’s and similarly situated employees’
18 total daily hours at the time of their clock-ins and clock-outs for meal breaks, to the nearest quarter
19 of an hour, to the benefit of Defendants.

20 27. Additionally, Defendants sometimes failed to pay Plaintiff and similarly situated
21 employees a meal period premium wage of one (1) additional hour of pay at their regular rate of
22 compensation for each workday the employees did not receive all legally required and compliant
23 meal periods. Defendants employed policies and procedures which sometimes resulted in employees
24 not receiving meal period premium wages to compensate them for workdays in which they did not
25 receive all legally required and compliant meal periods.

26 28. The aforementioned policies, practices, and/or procedures of Defendants resulted in
27 Plaintiff and similarly situated employees not always being provided with all legally required and
28 compliant meal periods and/or not receiving premium wages to compensate them for such instances,

1 all in violation of California law.

2 29. **Failure to authorize and permit all legally required and compliant rest periods**
3 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees,
4 including the named Plaintiff and similarly situated employees, for shifts of least three-and-a-half
5 (3.5) hours.

6 30. California law requires every employer to authorize and permit an employee a rest
7 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
8 section 226.7; Wage Order 4, §12. If the employer fails to authorize or permit a required rest period,
9 the employer must pay the employee one (1) hour of pay at the employee's regular rate of
10 compensation for each workday the employer did not authorize or permit a legally required rest
11 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
12 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
13 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*
14 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 4, §12.
15 Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 4, §12.
16 Additionally, the rest period requirement "obligates employers to permit – and authorizes employees
17 to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.
18 That is, during rest periods employers must relieve employees of all duties and relinquish control
19 over how employees spend their time. *Id.*

20 31. In this case, Plaintiff and similarly situated employees regularly worked shifts of
21 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
22 and/or procedures that resulted in their failure to authorize or permit all legally required and
23 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices, and/or
24 procedures included, but were not limited to:

25 (a) Failing to provide Plaintiff and similarly situated employees with net ten (10) minute
26 rest breaks for every four (4) hours worked or major fraction thereof.

27 32. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
28 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for

1 each workday the employees did not receive all legally required and compliant rest periods.
2 Defendants employed policies and procedures which ensured that employees did not receive any
3 rest period premium wages to compensate them for workdays in which they did not receive all
4 legally required and compliant rest periods.

5 **33. Failure to maintain records:** Labor Code sections 1174 and 1174.5 requires that all
6 payroll records showing employees' daily hours worked and the wages paid to them be kept in the
7 State of California, and that these records must be kept for three years.

8 **34.** Any person employing labor who willfully fails to maintain the records required by
9 subdivision (c) of Labor Code section 1174 or accurate and complete records required by Labor
10 Code section 1174(d) or fails to allow any member of the commission or employees of the division
11 to inspect records pursuant to Labor Code section 1174(b), shall be subject to a civil penalty of five
12 hundred dollars (\$500).

13 **35.** Plaintiff is informed and believes and thereon alleges that Plaintiff's and other
14 similarly situated employees' records were not maintained and/or archived as required by law.
15 Defendants failed to comply, in violation of Labor Code sections 1174 and 1174.5.

16 **36. Failure to provide accurate wage statements:** Labor Code section 226(a) provides,
17 *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish each of his
18 or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours
19 worked by the employee, except for any employee whose compensation is solely based on a salary
20 and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable
21 order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
22 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that
23 all deductions made on written orders of the employee may be aggregated and shown as one item,
24 (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7)
25 the name of the employee and his or her social security number, (8) the name and address of the
26 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
27 and the corresponding number of hours worked at each hourly rate by the employee."

28 **37.** As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants

1 sometimes failed to provide accurate wage and hour statements to her and other similarly situated
2 employees who were subject to Defendants' control for uncompensated time and who did not
3 receive all their earned wages (including minimum wages, overtime wages, and/or meal and rest
4 period premium wages), in violation of Labor Code section 226.

5 38. **Failure to indemnify employees for losses and expenditures incurred as part of**
6 **their employment:** Labor Code section 2802(a) states that "[a]n employer shall indemnify his or
7 her employee for all necessary expenditures or losses incurred by the employee in direct
8 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
9 employer..." An employer is prohibited from passing the ordinary business expenses and losses of
10 the employer onto the employee. (Labor Code section 2802). Labor Code section 221 prohibits
11 employers from deducting any amounts from an employee's wages.

12 39. Defendants employed policies, practices, and/or procedures of impermissibly
13 passing business-related expenses to Plaintiff and similarly situated employees. These policies,
14 practices, and/or procedures included, but were not limited to, requiring Plaintiff and similarly
15 situated employees to use or purchase their own tools and/or resources for work-related purposes -
16 without reimbursing Plaintiff and similarly situated employees for such use.

17 40. The costs incurred by Plaintiff and similarly situated employees to use or purchase
18 their own tools and/or resources for their mandatory compliance with Defendants' aforementioned
19 policies, practices, and/or procedures were significant as a result of their employment with
20 Defendants.

21 41. Defendants employed policies and procedures which ensured Plaintiff and similarly
22 situated employees would not receive indemnification for the aforementioned necessary
23 expenditures incurred as a result of their employment with Defendants.

24 42. Defendants' aforementioned policies, practices, and/or procedures resulted in
25 Plaintiff and similarly situated employees not receiving indemnification for employment-related
26 expenditures, in violation of Labor Code section 2802. Defendants' aforementioned policies,
27 practices, and/or procedures also resulted in Defendants deducting these expenses from Plaintiff's
28 and similarly situated employees' paychecks, in violation of Labor Code section 221.

1 **43. Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
2 Plaintiff and similarly situated employees accrued paid sick time.

3 44. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
4 who...works in California for the same employer for 30 or more days within a year from the
5 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
6 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
7 at the commencement of employment. Labor Code section 246(b).

8 45. Here, Plaintiff and similarly situated employees were employed by Defendants for
9 30 or more days and were entitled to paid sick days. Defendants, however, lacked a policy, practice,
10 and/or procedure whereby Plaintiff and similarly situated employees who were employed by
11 Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1) hour
12 per every thirty (30) hours worked, beginning at the commencement of employment as required by
13 Labor Code section 246(b).

14 46. Defendants’ foregoing policy, practice, and/or procedure resulted in Defendants
15 failing to provide Plaintiff and similarly situated employees paid sick days, in violation of Labor
16 Code section 246.

17 **47. Failure to pay accrued and vested vacation and/or PTO wages upon separation:**
18 Defendants had a policy and/or procedure where Plaintiff and similarly situated employees accrued
19 paid vacation time and/or PTO.

20 48. Labor Code section 227.3 states in relevant part “...whenever a contract of
21 employment or employer policy provides for paid vacations, and an employee is terminated without
22 having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his
23 final rate in accordance with such contract of employment or employer policy respecting eligibility
24 or time served....” Given this, vacation/PTO wages are deferred wages that vest once accrued and
25 an employer must pay its employees all unused vested vacation/PTO at the time of termination at
26 the employees’ final rate of pay.

27 49. In this case, Plaintiff and similarly situated employees regularly worked enough
28 hours to accrue vested vacation/PTO wages. Nevertheless, Defendants employed policies, practices,

1 and/or procedures that resulted in their failure to pay accrued and vested vacation/PTO wages upon
2 separation of employment, in violation of Labor Code section 227.3.

3 50. **Failure to timely pay final wages:** An employer is required to pay all unpaid wages
4 timely after an employee's employment ends. The wages are due immediately upon termination or
5 within seventy-two (72) hours of resignation. Labor Code sections 201, 202.

6 51. Plaintiff alleges that she and other similarly situated employees, were not always paid
7 their final wages in a timely manner as required by Labor Code section 203. Minimum wages for
8 all hours worked, overtime wages for overtime hours worked, and/or meal and rest period premium
9 wages (all described above), were not always paid at the time of Plaintiff's and other similarly
10 situated employees' separation of employment, whether voluntarily or involuntarily, as required by
11 Labor Code sections 201, 202, and 203.

12 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

13 52. Plaintiff brings this action on behalf of herself, on behalf of others similarly situated,
14 and on behalf of the general public, and as members of a Class defined as follows:

15 A. **Minimum Wage Class:** All current and former hourly non-exempt
16 employees employed by Defendants as direct employees as well as temporary employees employed
17 through temp agencies in California at any time from four (4) years prior to the filing of the initial
18 Complaint in this matter through the date notice is mailed to a certified class who were not paid at
19 least minimum wage for all time they were subject to Defendants' control.

20 B. **Overtime Class:** All current and former hourly non-exempt employees
21 employed by Defendants as direct employees as well as temporary employees employed through
22 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
23 in this matter through the date notice is mailed to a certified class who worked more than eight (8)
24 hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a workweek, to whom
25 Defendants did not pay overtime wages.

26 C. **Meal Period Class:** All current and former hourly non-exempt employees
27 employed by Defendants as direct employees as well as temporary employees employed through
28 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint

1 in this matter through the date notice is mailed to a certified class who worked shifts more than five
2 (5) hours yet Defendants failed to authorize or permit all required duty-free meal periods of not less
3 than thirty (30) minutes.

4 **D. Rest Period Class:** All current and former hourly non-exempt employees
5 employed by Defendants as direct employees as well as temporary employees employed through
6 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
7 in this matter through the date notice is mailed to a certified class who worked shifts of at least three-
8 and-a-half (3.5) hours who did not receive all required duty-free rest periods of a net ten (10) minutes
9 for every four (4) hours worked or major fraction thereof.

10 **E. Payroll Record Class:** All current and former hourly non-exempt employees
11 employed by Defendants as direct employees as well as temporary employees employed through
12 temp agencies in California at any time from four (4) years prior to the filing of the initial Complaint
13 in this action through the date notice is mailed to a certified class whose records were not maintained
14 and/or archived by law.

15 **F. Wage Statement Class:** All current and former hourly non-exempt
16 employees employed by Defendants as direct employees as well as temporary employees employed
17 through temp agencies in California at any time from one (1) year prior to the filing of the initial
18 Complaint in this action through the date notice is mailed to a certified class who received inaccurate
19 or incomplete wage and hour statements.

20 **G. Indemnification Class:** All current and former hourly non-exempt
21 employees employed by Defendants as direct employees as well as temporary employees employed
22 through temp agencies in California at any time from four (4) years prior to the filing of the initial
23 Complaint in this action through the date notice is mailed to a certified class who and who did not
24 receive indemnification to reimburse them for the necessary expenditures incurred in the discharge
25 of their duties.

26 **H. Sick Time Pay Class:** All current and former hourly non-exempt employees
27 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
28 Complaint in this action through the date notice is mailed to a certified class who were employed

1 by Defendants for 30 days or more, but who failed to accrue paid sick day days at the rate of no-
2 less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of
3 employments.

4 I. **Vacation/PTO Class:** All current and former hourly non-exempt employees
5 employed by Defendants in California at any time from four (4) years prior to the filing of the initial
6 Complaint in this action through the date notice is mailed to a certified class who were not paid all
7 accrued and vested vacation/PTO wages upon separation of employment.

8 J. **Waiting Time Class:** All current and former hourly non-exempt employees
9 employed by Defendants as direct employees as well as temporary employees employed through
10 temp agencies in California at any time from three (3) years prior to the filing of the initial Complaint
11 in this action through the date notice is mailed to a certified class who did not receive payment of
12 all unpaid wages upon separation of employment within the statutory time period.

13 K. **California Class:** All aforementioned classes are herein collectively referred
14 to as the “California Class.”

15 53. There is a well-defined community of interest in the litigation and the classes are
16 ascertainable:

17 A. **Numerosity:** While the exact number of class members in each class is
18 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder of
19 all members is impractical under the circumstances of this case.

20 B. **Common Questions Predominate:** Common questions of law and fact exist
21 as to all members of the Plaintiff classes and predominate over any questions that affect only
22 individual members of each class. The common questions of law and fact include, but are not limited
23 to:

24 i. Whether Defendants violated Labor Code sections 1194, 1194.2, and
25 1197 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class
26 Members were subject to Defendants’ control;

27 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
28 not paying the Overtime Class Members at the applicable overtime rate for working in excess of

1 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
2 a workweek;

3 iii. Whether Defendants violated Labor Code sections 512 and 226.7, as
4 well as the applicable Wage Order, by employing the Meal Period Class Members without providing
5 all compliant and/or required meal periods and/or paying meal period premium wages;

6 iv. Whether Defendants violated Labor Code section 226.7, as well as
7 the applicable Wage Order, by employing the Rest Period Class Members without providing all
8 compliant and/or required rest periods and/or paying rest period premium wages;

9 v. Whether Defendants violated Labor Code sections 1174 and 1174.5
10 by failing to keep records of Payroll Record Class Members or making them unavailable to Payroll
11 Record Class Members;

12 vi. Whether Defendants violated Labor Code section 226 by failing to
13 provide the Wage Statement Class Members with accurate itemized statements at the time they
14 received their itemized statements;

15 vii. Whether Defendants violated Labor Code sections 2802 and 221 by
16 failing to provide Reimbursement Class Members with reimbursement of costs to compensate them
17 for the necessary expenditures incurred in the discharge of their duties;

18 viii. Whether Defendants violated Labor Code section 246 by employing
19 the Sick Time Pay Class Members without accruing or paying sick pay wages;

20 ix. Whether Defendants violated Labor Code section 227.3 by employing
21 the Vacation/PTO Class Members without providing and paying accrued and vested vacation/PTO
22 wages upon separation of employment;

23 x. Whether Defendants violated Labor Code sections 201, 202, and 203
24 by failing to provide the Waiting Time Class Members with all of their earned wages upon
25 separation of employment within the statutory time period;

26 xi. Whether Defendants committed unlawful business acts or practice
27 within the meaning of Business and Professions Code sections 17200, *et seq.*;

28 xii. Whether Class Members are entitled to unpaid wages, penalties, and

1 other relief pursuant to their claims;

2 xiii. Whether, as a consequence of Defendants' unlawful conduct, the
3 Class Members are entitled to restitution, and/or equitable relief; and

4 xiv. Whether Defendants' affirmative defenses, if any, raise any common
5 issues of law or fact as to Plaintiff and as to Class Members as a whole.

6 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members
7 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising
8 out of Defendants' failure to pay wages at least at minimum wage for all time the employees were
9 subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained
10 damages arising out of Defendants' failure to pay overtime wages for overtime hours worked.
11 Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure
12 to provide non-exempt employees with all required meal periods and/or meal periods that were duty-
13 free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as
14 compensation. Plaintiff and members of the Rest Period Class sustained damages arising out of
15 Defendants' failure to provide non-exempt employees with all required rest periods and/or rest
16 periods that were duty-free and not less than ten (10) minutes and/or failure to pay rest period
17 premium wages as compensation. Plaintiff and members of the Payroll Record Class sustained
18 damages arising out of Defendants' failure to keep records of Payroll Record Class Members or
19 failure to make them available to Payroll Record Class Members in compliance with Labor Code
20 sections 1174 and 1174.5. Plaintiff and members of the Wage Statement Class sustained damages
21 arising out of Defendants' failure to furnish them with accurate itemized wage statements in
22 compliance with Labor Code section 226. Plaintiff and members of the Indemnification Class
23 sustained damages from Defendants' failure to provide reimbursement of costs to compensate them
24 for the necessary expenditures incurred in the discharge of their duties. Plaintiff and the members
25 of the Sick Pay class sustained damages from Defendants' failure to provide them paid sick days
26 and further failure to pay them for unused sick days upon the separation of their employment from
27 Defendants. Plaintiff and members of the Vacation/PTO Class sustained damages arising out of
28 Defendants' failure to timely pay all non-exempt employees accrued and vested vacation/PTO

wages upon separation of employment. Plaintiff and members of the Waiting Time Class sustained damages arising out of Defendants' failure to provide all unpaid yet earned wages due upon separation of employment within the statutory time limit.

D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the interests of the members of each class. Plaintiff has no interest that is adverse to the interests of the other class members.

E. **Superiority:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Because individual joinder of all members of each class is impractical, class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. The expenses and burdens of individual litigation would make it difficult or impossible for individual members of each class to redress the wrongs done to them, while important public interests will be served by addressing the matter as a class action. The cost to and burden on the court system of adjudication of individualized litigation would be substantial, and substantially more than the costs and burdens of a class action. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

F. **Public Policy Consideration:** Employers throughout the state violate wage and hour laws. Current employees often are afraid to assert their rights out of fear of direct or indirect retaliation. Former employees fear bringing actions because they perceive their former employers can blacklist them in their future endeavors with negative references or by other means. Class actions provide the class members who are not named in the Complaint with a type of anonymity that allows for vindication of their rights.

FIRST CAUSE OF ACTION

**FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE AND
STRAIGHT TIME WAGES IN VIOLATION OF LABOR CODE SECTIONS 1194, 1194.2
AND 1197**

(Against All Defendants by Plaintiff and the Minimum Wage Class)

1 54. Plaintiff incorporates by reference and re-alleges each and every allegation contained
2 in this pleading as though fully set forth herein.

3 55. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class were
4 hourly non-exempt employees of Defendants.

5 56. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the
6 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were
7 subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in
8 effect during the time the employees earned the wages.

9 57. Defendants' policies, practices, and/or procedures required Plaintiff and the
10 Minimum Wage Class to be engaged, suffered, or permitted to work without always being paid
11 wages for all of the time in which they were subject to Defendants' control.

12 58. Defendants employed policies, practices, and/or procedures including, but not
13 limited to,

14 (a) "Rounding down" or "shaving down" Plaintiff's and the Minimum Wage Class's
15 total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for
16 meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

17 (b) Failing to pay Plaintiff and the Minimum Wage Class overtime wages on days they
18 worked more than 8 hours due Defendants using "Flex Time" system, instead Plaintiff and the
19 Minimum Wage Class would be credited on days not worked and Defendants would clock in and
20 out hours as Plaintiff and similarly situated employees as if they worked on those days.

21 59. Plaintiff and the Minimum Wage Class were not always paid for this time resulting
22 in Defendants' failure to pay minimum wage for all the hours Plaintiff and the Minimum Wage
23 Class worked.

24 60. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage Class
25 have suffered damages in an amount subject to proof, to the extent that they were not paid wages at
26 a minimum wage rate for all hours worked.

27 61. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum Wage
28 Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the

1 amount of their unpaid minimum wage, and attorneys' fees and costs.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE**

4 **SECTIONS 510 AND 1194**

5 **(Against All Defendants by Plaintiff and the Overtime Class)**

6 62. Plaintiff incorporates by reference and re-alleges each and every allegation contained
7 in this pleading as though fully set forth herein.

8 63. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly
9 non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the Wage
10 Order 4.

11 64. Pursuant to Labor Code sections 510 and 1194 and the Wage Order 4, hourly non-
12 exempt employees are entitled to receive a higher rate of pay for all hours worked in excess of eight
13 (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of work in a
14 workweek.

15 65. Labor Code section 510, subdivision (a), states in relevant part:

16
17 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
18 one workday and any work in excess of 40 hours in any one workweek and the first
19 eight hours worked on the seventh day of work in any one workweek shall be
20 compensated at the rate of no less than one and one-half times the regular rate of pay
21 for an employee. Any work in excess of 12 hours in one day shall be compensated at
22 the rate of no less than twice the regular rate of pay for an employee. In addition, any
23 work in excess of eight hours on any seventh day of a workweek shall be compensated
24 at the rate of no less than twice the regular rate of pay of an employee. Nothing in this
25 section requires an employer to combine more than one rate of overtime
26 compensation in order to calculate the amount to be paid to an employee for any hour
27 of overtime work.

28 66. Further, Labor Code section 1198 provides:

The maximum hours of work and the standard conditions of labor fixed by the
commission shall be the maximum hours of work and the standard conditions of labor
for employees. The employment of any employee for longer hours than those fixed
by the order or under conditions of labor prohibited by the order is unlawful.

67. Despite California law requiring employers to pay employees a higher rate of pay for
all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek,

1 and on the seventh day of work in a workweek, Defendants occasionally failed to pay all overtime
2 wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

3 68. Specifically, Defendants' employed policies, practices, and/or procedures including,
4 but not limited to,

5 (a) "Rounding down" or "shaving down" Plaintiff's and the Overtime Class's total daily
6 hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal
7 breaks, to the nearest quarter of an hour, to the benefit of Defendants.

8 (b) Failing to pay Plaintiff and the Overtime Class overtime wages on days they worked
9 more than 8 hours due Defendants using "Flex Time" system, instead Plaintiff and the Overtime
10 Class would be credited on days not worked and Defendants would clock in and out hours as
11 Plaintiff and similarly situated employees as if they worked on those days.

12 69. Plaintiff and the Overtime Class were not always paid for this time.

13 70. To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime
14 Class being subject to the control of Defendants when they worked more than eight (8) hours in a
15 workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants
16 failed to pay them at their overtime rate of pay for all the overtime hours they worked.

17 71. As a result of Defendants' unlawful conduct, Plaintiff and the Overtime Class have
18 suffered damages in an amount subject to proof, to the extent that they were not paid at their proper
19 overtime rate of pay for all hours worked which constitute overtime.

20 72. Pursuant to Labor Code section 1194, Plaintiff and the Overtime Class are entitled
21 to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees
22 and costs.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR**
25 **CODE SECTIONS 512 AND 226.7**

26 **(Against All Defendants by Plaintiff and the Meal Period Class)**

27 73. Plaintiff incorporates by reference and re-alleges each and every allegation contained
28 in this pleading as though fully set forth herein.

1 74. At all times relevant to this Complaint, Plaintiff and the Meal Period Class were
2 hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and
3 the Wage Order.

4 75. California law requires an employer to authorize or permit an employee an
5 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
6 all duties and the employer relinquishes control over the employee's activities no later than the end
7 of the employee's fifth hour of work and a second meal period no later than the employee's tenth
8 hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order 4, § 11; *Brinker Rest. Corp. v. Super Ct.*
9 (*Hohnbaum*) (2012) 53 Cal.4th 1004. If the employer requires the employee to remain at the work
10 site or facility during the meal period, the meal period must be paid. This is true even where the
11 employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw*
12 (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that if an employee does not receive
13 a required meal or rest period that "the employer shall pay the employee one additional hour of pay
14 at the employee's regular rate of compensation for each workday that the meal or rest period is not
15 provided."

16 76. In this case, Plaintiff and the Meal Period Class worked shifts long enough to entitle
17 them to meal periods under California law. Nevertheless, Defendants employed policies, practices,
18 and/or procedures that sometimes resulted in their failure to authorize or permit meal periods to
19 Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of
20 work as required by law. Such policies, practices, and/or procedures included, but were not limited
21 to:

22 (a) "Rounding down" or "shaving down" Plaintiff's and the Meal Period Class's total
23 daily hours at the time of their clock-ins and clock-outs for meal breaks, to the nearest quarter of an
24 hour, to the benefit of Defendants.

25 77. Additionally, Defendants sometimes failed to pay Plaintiff and the Meal Period Class
26 one (1) hour of pay at their regular rate of pay for each workday they did not receive all legally
27 required and legally compliant meal periods. Defendants lacked a policy and procedure for
28 compensating Plaintiff and the Meal Period Class with premium wages when they did not receive

1 all legally required and legally compliant meal periods.

2 78. Defendants' unlawful conduct alleged herein occurred in the course of employment
3 of Plaintiff and the Meal Period Class and such conduct has continued through the filing of this
4 Complaint.

5 79. Because Defendants sometimes failed to provide employees with meal periods in
6 compliance with the law, Defendants are liable to Plaintiff, and the Meal Period Class for one (1)
7 hour of additional pay at the regular rate of compensation for each workday that Defendants did not
8 provide all legally required and legally compliant meal periods, pursuant to Labor Code section
9 226.7 and the Wage Order.

10 80. Plaintiff, on behalf of herself, and the Meal Period Class seeks damages and all other
11 relief allowable, including a meal period premium wage for each workday Defendants failed to
12 provide all legally required and legally compliant meal periods, plus pre-judgment interest.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR**
15 **CODE SECTION 226.7**

16 **(Against All Defendants by Plaintiff and the Rest Period Class)**

17 81. Plaintiff incorporates by reference and re-alleges each and every allegation contained
18 in this pleading as though fully set forth herein.

19 82. At all times relevant to this Complaint, Plaintiff and the Rest Period Class were
20 hourly non-exempt employees of Defendants, covered by Labor Code section 226.7 and the Wage
21 Order.

22 83. Defendants often employed non-exempt employees, including the named Plaintiff
23 and the Rest Period Class, for shifts of least three-and-a-half (3.5) hours.

24 84. California law requires every employer to authorize and permit an employee a rest
25 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
26 section 226.7; Wage Order 4, §12. If the employer fails to authorize or permit a required rest period,
27 the employer must pay the employee one (1) hour of pay at the employee's regular rate of
28 compensation for each workday the employer did not authorize or permit a legally required rest

1 period. *Id.* Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three
2 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
3 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v.*
4 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 4, §12.
5 Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 4, §12.
6 Additionally, the rest period requirement “obligates employers to permit – and authorizes employees
7 to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.
8 That is, during rest periods employers must relieve employees of all duties and relinquish control
9 over how employees spend their time. *Id.*

10
11 85. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more than
12 three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or
13 procedures that resulted in their failure to authorize or permit all legally required and compliant rest
14 periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures included,
15 but were not limited to:

16 (a) Failing to provide Plaintiff and the Rest Period Class with net ten (10) minute rest
17 breaks for every four (4) hours worked or major fraction thereof.

18 86. Additionally, Defendants failed to pay Plaintiff and the Rest Period Class a rest
19 period premium wage of one (1) additional hour of pay at their regular rate of compensation for
20 each workday the employees did not receive all legally required and compliant rest periods.
21 Defendants employed policies and procedures which ensured that employees did not receive any
22 rest period premium wages to compensate them for workdays in which they did not receive all
23 legally required and compliant rest periods.

24 87. Defendants’ unlawful conduct alleged herein occurred in the course of employment
25 of Plaintiff and the Rest Period Class and such conduct has continued through the filing of this
26 Complaint.

27 88. Because Defendants sometimes failed to provide employees with rest periods in
28 compliance with the law, Defendants are liable to Plaintiff and the Rest Period Class for one (1)
hour of additional pay at the regular rate of compensation for each workday that Defendants did not

1 provide all legally required and legally compliant rest periods, pursuant to Labor Code section 226.7
2 and the Wage Order.

3 89. Plaintiff, on behalf of herself, and the Rest Period Class seeks damages and all other
4 relief allowable, including a rest period premium wage for each workday Defendants failed to
5 provide all legally required and legally compliant rest periods, plus pre-judgment interest.
6

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO MAINTAIN RECORDS IN VIOLATION OF LABOR CODE SECTIONS**

9 **1174 AND 1174.5**

10 **(Against All Defendants by Plaintiff and the Payroll Record Class)**

11 90. Plaintiff incorporates by reference and re-alleges each and every allegation contained
12 in this pleading as though fully set forth herein.

13 91. At all times relevant to this Complaint, Plaintiff and the Payroll Record Class were
14 hourly, non-exempt employees of Defendants, covered by Labor Code sections 1174 and 1174.5.

15 92. Labor Code sections 1174 and 1174.5 requires that all payroll records showing
16 employees' daily hours worked and the wages paid to them be kept in the State of California, and
17 that these records must be kept for three years.

18 93. In this case, Defendants employed policies, practices, and/or procedures that resulted
19 in their failure to maintain and/or archive the records of Plaintiff and the Payroll Record Class as
20 required by law.

21 94. Defendants' unlawful conduct alleged herein occurred in the course of employment
22 of Plaintiff and the Payroll Record Class and such conduct has continued through the filing of this
23 Complaint.

24 95. Any person employing labor who willfully fails to maintain the records required by
25 subdivision (c) of Labor Code section 1174 or accurate and complete records required by Labor
26 Code section 1174(d) or fails to allow any member of the commission or employees of the division
27 to inspect records pursuant to Labor Code section 1174(b), shall be subject to a civil penalty of five
28 hundred dollars (\$500).

SIXTH CAUSE OF ACTION

1 **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN**
2 **VIOLATION OF LABOR CODE SECTION 226**

3 **(Against All Defendants by Plaintiff and the Wage Statement Class)**

4 96. Plaintiff incorporates by reference and re-alleges each and every allegation contained
5 in this pleading as though fully set forth herein.

6 97. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were
7 hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

8 98. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage
9 Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an
10 itemized wage statement accurately stating the following:

11 (1) gross wages earned, (2) total hours worked by the employee, except for any
12 employee whose compensation is solely based on a salary and who is exempt from
13 payment of overtime under subdivision (a) of Section 515 or any applicable order of
14 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any
15 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
16 provided that all deductions made on written orders of the employee may be
17 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
18 period for which the employee is paid, (7) the name of the employee and his or her
19 social security number, except that by January 1, 2008, only the last four digits of his
20 or her social security number or an employee identification number other than a social
21 security number may be shown on the itemized statement, (8) the name and address
22 of the legal entity that is the employer, and (9) all applicable hourly rates in effect
23 during the pay period and the corresponding number of hours worked at each hourly
24 rate by the employee.

25 99. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants
26 sometimes failed to provide accurate wage and hour statements to her and the Wage Statement Class
27 who were subject to Defendants' control for uncompensated time and who did not receive all their
28 earned wages (including minimum wages, overtime wages, and/or meal and rest period premium
wages), in violation of Labor Code section 226.

100. Defendants provided Plaintiff and the Wage Statement Class with itemized
statements which stated inaccurate information including, but not limited to, the number of hours
worked, the gross wages earned, and the net wages earned.

101. Defendants' occasional failure to provide Plaintiff and the Wage Statement Class

1 with accurate wage statements was knowing and intentional. Defendants had the ability to provide
2 Plaintiff and the Wage Statement Class with accurate wage statements but intentionally provided
3 wage statements they knew were not accurate. Defendants knowingly and intentionally put in place
4 practices which deprived employees of wages and resulted in Defendants knowingly and
5 intentionally providing inaccurate wage statements. These practices included Defendants' failure to
6 include all hours worked and all wages due.

7
8 102. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement Class
9 have suffered injury. The absence of accurate information on their wage statements has prevented
10 earlier challenges to Defendants' unlawful pay practices, will require discovery and mathematical
11 computations to determine the amount of wages owed, and will cause difficulty and expense in
12 attempting to reconstruct time and pay records. Defendants' conduct led to the submission of
13 inaccurate information about wages and amounts deducted from wages to state and federal
14 government agencies. As a result, Plaintiff and the Wage Statement Class are required to participate
15 in this lawsuit and create more difficulty and expense for Plaintiff and the Wage Statement Class
16 from having to reconstruct time and pay records than if Defendants had complied with their legal
17 obligations.

18 103. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
19 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
20 violation occurred and one hundred (100) dollars per employee per violation for each subsequent
21 pay period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

22 104. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
23 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
24 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
25 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
26 Code section 226(a) and currently employed Wage Statement Class members have no adequate legal
27 remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful
28 conduct. Injunctive relief is the only remedy available for ensuring Defendants' compliance with
Labor Code section 226(a).

105. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage Statement Class are entitled to recover the full amount of penalties due under section 226(e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

**FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES
AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTIONS 2802 AND 221**

(Against All Defendants by Plaintiff and the Indemnification Class)

106. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

107. Plaintiff and members of the Indemnification Class have been employed by Defendants in the State of California. Labor Code section 2802(a) states that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer..." An employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. (Labor Code section 2802). Labor Code section 221 prohibits employers from deducting any amounts from an employee's wages.

108. Defendants violated Labor Code sections 2802 and 221 by employing policies, practices, and/or procedures of impermissibly passing business-related expenses to Plaintiff and Indemnification Class Members. These policies, practices, and/or procedures included, but were not limited to, requiring Plaintiff and Indemnification Class Members to use or purchase their own tools and/or resources for work-related purposes - without reimbursing Plaintiff and Indemnification Class Members for such use.

109. The costs incurred by Plaintiff and Indemnification Class Members to use or purchase their own tools and/or resources for their mandatory compliance with Defendants' aforementioned policies, practices, and/or procedures were significant as a result of their employment with Defendants.

110. Moreover, Defendants employed policies and procedures which ensured that Plaintiff and Indemnification Class Members would not receive indemnification for all necessary

1 expenditures or losses incurred by them in direct consequence of discharging their duties.
2 Defendants' aforementioned policies, practices, and/or procedures resulted in Plaintiff and
3 Indemnification Class Members not receiving indemnification for employment-related expenditures
4 in compliance with California law.

5 111. Because Defendants failed to indemnify employees for the necessary expenditures
6 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
7 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
8 sections 2802 and 221.

9 112. As a direct and proximate result of Defendants' violation of Labor Code sections
10 2802 and 221, Plaintiff and Indemnification Class Members have suffered irreparable harm and
11 monetary damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of
12 themselves and on behalf of the Indemnification Class, seeks damages and all other relief allowable
13 including indemnification for all employment-related expenses as well as ordinary business
14 expenses incurred by Defendants and passed on to Plaintiff and Indemnification Class Members,
15 pursuant to Labor Code section 2802 and 221.

16 113. Pursuant to Labor Code sections 2802 and 221, Plaintiff and Indemnification Class
17 Members are entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO PAY WAGES FOR ACCRUED PAID SICK DAYS AT THE REGULAR**
20 **RATE OF PAY IN VIOLATION OF LABOR CODE SECTION 246**

21 **(Against All Defendants by Plaintiff and the Sick Pay Class)**

22 114. Plaintiff incorporates by reference and re-alleges each and every allegation contained
23 in this pleading as though fully set forth herein.

24 115. At all times relevant to this Complaint, Plaintiff and the Sick Pay Class were
25 employees of Defendants, covered by Labor Code section 246 and Wage Order 4.

26 116. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
27 who...works in California for the same employer for 30 or more days within a year from the
28 commencement of employment is entitled to paid sick days." Additionally, an employee accrues

1 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
2 at the commencement of employment. Labor Code section 246(b).

3 117. Here, Plaintiff and the Sick Pay Class were employed by Defendants for 30 or more
4 days and were entitled to paid sick days. Also, Plaintiff and the Sick Pay Class began accruing paid
5 sick days since the beginning of each of their respective employment with Defendants.

6 118. Labor Code section 246, subdivision (l), provides that an employer shall calculate
7 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
8 workweek in which the employee elected to use paid sick time. “The regular rate at which an
9 employee is employed shall be deemed to include all remuneration for employment paid to, or on
10 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and
11 Interpretations Manual, Section 49.1.2.

12 119. In this case, Plaintiff and the Sick Pay Class were employed by Defendants for 30 or
13 more days and were entitled to paid sick days. Defendants, however, lacked a policy, practice, and/or
14 procedure whereby Plaintiff and the Sick Pay Class who were employed by Defendants for 30 days
15 or more could accrue paid sick days at the rate of no-less-than one (1) hour per every thirty (30)
16 hours worked, beginning at the commencement of employment as required by Labor Code section
17 246(b).

18 120. Because Defendants failed to provide employees with wages for sick time in
19 compliance with the law, Defendants are liable to Plaintiff and the Sick Pay Class for payment at
20 the regular rate of compensation for each sick time period that Defendants did not provide sick pay,
21 pursuant to Labor Code section 246.

22 121. Plaintiff, on behalf of herself, and the Sick Pay Class, seek damages and all other
23 relief allowable for each sick time period taken where Defendants failed to pay wages for, plus pre-
24 judgment interest.

25 **NINTH CAUSE OF ACTION**

26 **FAILURE TO PROVIDE ACCRUED AND VESTED VACATION/PTO WAGES IN**

27 **VIOLATION OF LABOR CODE SECTION 227.3**

28 **(Against All Defendants by Plaintiff and the Vacation/PTO Class)**

122. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

123. At times relevant to this Complaint, Plaintiff and the members of the Vacation/PTO Class were non-exempt employees of Defendants covered by California Labor Code section 227.3.

124. California Labor Code section 227.3 states in relevant part:

Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacation, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served...

125. Defendants employ policies which provide for vacation/PTO to Plaintiff and Vacation/PTO Class members.

126. Wages vest during the pay period in which they are earned. Plaintiff and members of the Vacation/PTO Class earned vacation/PTO wages while employed by Defendants. Defendants failed to pay all accrued and vested vacation/PTO wages upon separation.

127. Defendants employed policies and procedures which ensured Plaintiff and members of the Vacation/PTO Class would not receive their accrued and vested vacation/PTO wages upon termination.

128. Pursuant to California Labor Code section 227.3, Plaintiff and Vacation/PTO Class members seek damages and all other relief allowable plus pre-judgment interest for all accrued and vested vacation/PTO wages Defendants failed to pay upon separation.

TENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

(Against All Defendants by Plaintiff and the Waiting Time Class)

129. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

130. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were employees of Defendants, covered by Labor Code sections 201 and 202.

1 131. An employer is required to pay all unpaid wages timely after an employee's
2 employment ends. The wages are due immediately upon termination or within seventy-two (72)
3 hours of resignation. Cal. Lab. Code §§ 201, 202. If an employee gave seventy-two (72) hours
4 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
5 resignation. *Id.*

6 132. Defendants sometimes failed to pay Plaintiff and the Waiting Time Class, all wages
7 earned and unpaid prior to separation of employment, in accordance with either Labor Code section
8 201 or 202. At all relevant times within the limitations period applicable to this cause of action,
9 Defendants maintained a policy or practice of not paying hourly employees all earned wages timely
10 upon separation of employment.

11 133. Defendants' failure to always pay Plaintiff and the Waiting Time Class all wages
12 earned prior to separation of employment timely in accordance with Labor Code sections 201 and
13 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to
14 separation of employment in accordance with Labor Code sections 201 and 202, but intentionally
15 adopted policies or practices incompatible with the requirements of Labor Code sections 201 and
16 202. Defendants' practices include failing to pay at least minimum wage for all time worked,
17 overtime wages for all overtime hours worked, and/or meal and rest period premium wages. When
18 Defendants failed to pay Plaintiff and the Waiting Time Class all earned wages timely upon
19 separation of employment, they knew what they were doing and intended to do what they did.

20 134. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
21 Class are entitled to all wages earned prior to separation of employment that Defendants have yet to
22 pay them.

23 135. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are entitled
24 to continuation of their wages, from the day their earned and unpaid wages were due until paid, up
25 to a maximum of thirty (30) days.

26 136. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
27 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
28 earned prior to separation of employment.

137. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code section 203.

138. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code section 203, and interest thereon, and reasonable attorney's fees and costs under Labor Code section 218.5.

ELEVENTH CAUSE OF ACTION

**UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS
CODE SECTIONS 17200, ET SEQ.**

(Against All Defendants by Plaintiff and the California Class)

139. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

140. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. This unfair conduct includes Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages for all overtime hours worked; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; failure to maintain records; failure to provide accurate wage and hour statements; failure to indemnify employees; failure to pay wages for accrued paid sick pay; failure to provide accrued and vested vacation/PTO wages; and failure to timely pay all wages due upon separation of employment. Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay minimum wages for all hours worked; pay overtime wages for all overtime hours worked; authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; properly maintain records; provide accurate wage and hour statements; indemnify

1 employees for expenses; pay accrued paid sick day wages; pay accrued and vested vacation/PTO
2 wages; and timely pay all wages due upon separation of employment.

3 141. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
4 California Class have suffered injury in fact and lost money or property, as described in more detail
5 above.

6 142. Pursuant to Business and Professions Code section 17203, Plaintiff and the
7 California Class are entitled to restitution of all wages and other monies rightfully belonging to them
8 that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business
9 practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class
10 enjoining Defendants, and any and all persons acting in concert with them, from engaging in each
11 of the unlawful policies, practices, and/or procedures set forth herein, along with reasonable
12 attorney's fees and costs under Code of Civil Procedure section 1021.5 and other applicable statutes.

13 **TWELFTH CAUSE OF ACTION**

14 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
15 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

16 **(Against all Defendants by Plaintiff and the California Class)**

17 143. Plaintiff incorporates by reference and re-alleges each and every allegation contained
18 in this pleading as though fully set forth herein.

19 144. During Plaintiff's employment and continuing through the present, Plaintiff alleges
20 Defendants violated Labor Code sections 201, 202, 203, 204, 221, 223, 226, 226.7, 227.3, 246, 510,
21 512, 1174, 1174.5, 1194, 1197, 2802, and the applicable Wage Orders.

22 145. Specifically, Defendants have committed the following violations of California
23 Labor Code:

24 146. **Failure to pay wages for all hours worked at the legal minimum wage:**
25 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
26 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
27 which includes all time that an employee is under control of the employer and all time the employee
28 is suffered and permitted to work. This includes the time an employee spends, either directly or

1 indirectly, performing services which inure to the benefit of the employer.

2 147. Labor Code sections 1194 and 1197 require an employer to compensate employees
3 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
4 Wage Orders.

5 148. In this case, Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees worked more minutes per shift than Defendants credited them with having
7 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
8 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
9 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
10 to:

11 (a) “Rounding down” or “shaving down” Plaintiff’s and other current and former
12 aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their
13 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
14 of an hour, to the benefit of Defendants.

15 (b) Failing to pay Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees overtime wages on days they worked more than 8 hours due
17 Defendants using “Flex Time” system, instead Plaintiff and other current and former aggrieved
18 California-based hourly non-exempt employees would be credited on days not worked and
19 Defendants would clock in and out hours as Plaintiff and other current and former aggrieved
20 California-based hourly non-exempt employees as if they worked on those days.

21 149. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
22 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
23 control without paying wages for that time. This resulted in Plaintiff and other current and former
24 aggrieved California-based hourly non-exempt employees working time for which they were not
25 compensated any wages, in violation of Labor Code sections 1194, 1194.2, and 1197 and the
26 applicable Wage Order.

27 150. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
28 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt

1 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
2 which includes all time that an employee is under control of the employer and all time the employee
3 is suffered and permitted to work. This includes the time an employee spends, either directly or
4 indirectly, performing services that inure to the benefit of the employer.

5 151. Labor Code sections 510 and 1194 require an employer to compensate employees a
6 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
7 hours in a workweek, and on any seventh consecutive day of work in a workweek:

8
9 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
10 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
11 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
12 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
13 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
14 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
15 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
16 employee. Labor Code § 510.

17 152. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
18 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
19 to Defendants’ policies, practices, and/or procedures including, but not limited to:

20 (a) “Rounding down” or “shaving down” Plaintiff’s and other current and former
21 aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their
22 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
23 of an hour, to the benefit of Defendants.

24 (b) Failing to pay Plaintiff and other current and former aggrieved California-based
25 hourly non-exempt employees overtime wages on days they worked more than 8 hours due
26 Defendants using “Flex Time” system, instead Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt employees would be credited on days not worked and
28 Defendants would clock in and out hours as Plaintiff and other current and former aggrieved
California-based hourly non-exempt employees as if they worked on those days.

153. The foregoing policies, practices, and/or procedures resulted in time during each
workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
employees were under the control of Defendants but were not compensated. To the extent that the

1 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
3 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
4 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
5 sections 510, 1194 and 1198, and the applicable Wage Order.

6 **154. Failure to pay wages to hourly non-exempt employees for workdays that**
7 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
8 current and former aggrieved California-based hourly non-exempt employees regularly worked
9 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

10 155. California law requires an employer to authorize or permit an employee an
11 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
12 all duties and the employer relinquishes control over the employee's activities prior to the
13 employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 4 at § 11; *Brinker*
14 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
15 employee for a work period of more than ten (10) hours per day without providing the employee
16 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
17 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
18 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
19 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
20 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

21 156. If an employer fails to provide an employee a meal period in accordance with the
22 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
23 for each workday that a legally required and compliant meal period was not provided. Labor Code
24 §§ 226.7 and 1198; Wage Order 4 at § 11.

25 157. In this case, Defendants failed to authorize or permit legally required and compliant
26 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
27 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
28 limited to:

1 (a) "Rounding down" or "shaving down" Plaintiff's and other current and former
2 aggrieved California-based hourly non-exempt employees' total daily hours at the time of their
3 clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of
4 Defendants.

5 158. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
6 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
7 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
8 Plaintiff and/or other current and former aggrieved California-based hourly non-exempt employees
9 did not receive legally required and compliant meal periods, in violation of Labor Code section
10 226.7.

11 159. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
12 and/or other current and former aggrieved California-based hourly non-exempt employees not
13 receiving wages to compensate them for workdays during which Defendants did not provide them
14 with meal periods in compliance with California law.

15 160. **Failure to authorize and permit all legally required and compliant rest periods**
16 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt employees,
17 including the named Plaintiff and other current and former aggrieved California-based hourly non-
18 exempt employees, for shifts of least three-and-a-half (3.5) hours.

19 161. California law requires every employer to authorize and permit an employee a rest
20 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
21 section 226.7; Wage Order 4, §12. If the employer fails to authorize or permit a required rest period,
22 the employer must pay the employee one (1) hour of pay at the employee's regular rate of
23 compensation for each workday the employer did not authorize or permit a legally required rest
24 period. *Id.* Under California law, "[e]mployees are entitled to 10 minutes' rest for shifts from three
25 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
26 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v.*
27 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7; Wage Order 4, §12.
28 Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 4, §12.

1 Additionally, the rest period requirement “obligates employers to permit – and authorizes employees
2 to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.
3 That is, during rest periods employers must relieve employees of all duties and relinquish control
4 over how employees spend their time. *Id.*

5 162. In this case, Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.
7 Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their
8 failure to authorize or permit all legally required and compliant rest periods to Plaintiff and other
9 current and former aggrieved California-based hourly non-exempt employees. Such policies,
10 practices, and/or procedures included, but were not limited to:

11 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
13 or major fraction thereof.

14 163. Additionally, Defendants failed to pay Plaintiff and other current and former
15 aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1)
16 additional hour of pay at their regular rate of compensation for each workday the employees did not
17 receive all legally required and compliant rest periods. Defendants employed policies and
18 procedures which ensured that employees did not receive any rest period premium wages to
19 compensate them for workdays in which they did not receive all legally required and compliant rest
20 periods.

21 164. **Failure to maintain records:** Labor Code sections 1174 and 1174.5 requires that all
22 payroll records showing employees’ daily hours worked and the wages paid to them be kept in the
23 State of California, and that these records must be kept for three years.

24 165. Any person employing labor who willfully fails to maintain the records required by
25 subdivision (c) of Labor Code section 1174 or accurate and complete records required by Labor
26 Code section 1174(d) or fails to allow any member of the commission or employees of the division
27 to inspect records pursuant to Labor Code section 1174(b), shall be subject to a civil penalty of five
28 hundred dollars (\$500).

1 166. Plaintiff is informed and believes and thereon alleges that Plaintiff's and other
2 current and former aggrieved California-based hourly non-exempt employees' records were not
3 maintained and/or archived as required by law. Defendants failed to comply, in violation of Labor
4 Code sections 1174 and 1174.5.

5 167. **Failure to timely pay earned wages during employment:** In California, wages
6 must be paid at least twice during each calendar month on days designated in advance by the
7 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
8 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
9 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
10 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
11 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
12 calendar days following the close of the payroll period in which wages were earned. Labor Code §
13 204(d).

14 168. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
15 timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
16 employees their earned wages (including minimum wages, overtime wages, and/or meal and rest
17 period premium wages), in violation of Labor Code section 204. Defendants' aforementioned
18 policies, practices, and/or procedures resulted in their failure to pay Plaintiff and other current and
19 former aggrieved California-based hourly non-exempt employees their earned wages within the
20 applicable time frames outlined in Labor Code section 204.

21 169. **Secret payment of lower wages than designated by statute:** Labor Code section
22 223 provides that, where any statute or contract requires an employer to maintain the designated
23 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
24 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
25 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
26 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
27 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
28 Code section 1198, Defendants secretly paid a lower wage than designated by statute while

1 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

2 **170. Failure to provide complete and accurate wage statements:** Labor Code section
3 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
4 his or her wages, the employer must “furnish each of his or her employees ... an itemized statement
5 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
6 employee whose compensation is solely based on a salary and who is exempt from payment of
7 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
8 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
9 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
10 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
11 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
12 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
13 applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by the employee.”

15 171. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
16 and other current and former aggrieved California-based hourly non-exempt employees all wages
17 earned (including minimum wages, overtime wages, and/or meal and rest period premium wages)
18 rendered Plaintiff’s and other current and former aggrieved California-based hourly non-exempt
19 employees’ wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

20 **172. Failure to indemnify employees for losses and expenditures incurred as part of**
21 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
22 her employee for all necessary expenditures or losses incurred by the employee in direct
23 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
24 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
25 the employer onto the employee. (Labor Code section 2802). Labor Code section 221 prohibits
26 employers from deducting any amounts from an employee’s wages.

27 173. Defendants employed policies, practices, and/or procedures of impermissibly
28 passing business-related expenses to Plaintiff and other current and former aggrieved California-

1 based hourly non-exempt employees. These policies, practices, and/or procedures included, but
2 were not limited to, requiring Plaintiff and other current and former aggrieved California-based
3 hourly non-exempt employees to use or purchase their own tools and/or resources for work-related
4 purposes - without reimbursing Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees for such use.

6 174. The costs incurred by Plaintiff and other current and former aggrieved California-
7 based hourly non-exempt employees to use or purchase their own tools and/or resources for their
8 mandatory compliance with Defendants' aforementioned policies, practices, and/or procedures were
9 significant as a result of their employment with Defendants.

10 175. Defendants employed policies and procedures which ensured Plaintiff and other
11 current and former aggrieved California-based hourly non-exempt employees would not receive
12 indemnification for the aforementioned necessary expenditures incurred as a result of their
13 employment with Defendants.

14 176. Defendants' aforementioned policies, practices, and/or procedures resulted in
15 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not
16 receiving indemnification for employment-related expenditures, in violation of Labor Code section
17 2802. Defendants' aforementioned policies, practices, and/or procedures also resulted in Defendants
18 deducting these expenses from Plaintiff's and other current and former aggrieved California-based
19 hourly non-exempt employees' paychecks, in violation of Labor Code section 221.

20 177. **Failure to provide sick pay wages:** Defendants had a policy and/or procedure where
21 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
22 accrued paid sick time.

23 178. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
24 who...works in California for the same employer for 30 or more days within a year from the
25 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
26 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning
27 at the commencement of employment. Labor Code section 246(b).

28 179. Here, Plaintiff and other current and former aggrieved California-based hourly non-

1 exempt employees were employed by Defendants for 30 or more days and were entitled to paid sick
2 days. Defendants, however, lacked a policy, practice, and/or procedure whereby Plaintiff and other
3 current and former aggrieved California-based hourly non-exempt employees who were employed
4 by Defendants for 30 days or more could accrue paid sick days at the rate of no-less-than one (1)
5 hour per every thirty (30) hours worked, beginning at the commencement of employment as required
6 by Labor Code section 246(b).

7 180. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
8 failing to provide Plaintiff and other current and former aggrieved California-based hourly non-
9 exempt employees paid sick days, in violation of Labor Code section 246.

10 181. **Failure to pay accrued and vested vacation and/or PTO wages upon separation:**
11 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
12 California-based hourly non-exempt employees accrued paid vacation time and/or PTO.

13 182. Labor Code section 227.3 states in relevant part "...whenever a contract of
14 employment or employer policy provides for paid vacations, and an employee is terminated without
15 having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his
16 final rate in accordance with such contract of employment or employer policy respecting eligibility
17 or time served...." Given this, vacation/PTO wages are deferred wages that vest once accrued and
18 an employer must pay its employees all unused vested vacation/PTO at the time of termination at
19 the employees' final rate of pay.

20 183. In this case, Plaintiff and other current and former aggrieved California-based hourly
21 non-exempt employees regularly worked enough hours to accrue vested vacation/PTO wages.
22 Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their
23 failure to pay accrued and vested vacation/PTO wages upon separation of employment, in violation
24 of Labor Code section 227.3.

25 184. **Failure to pay employees all wages due at time of termination/resignation:** An
26 employer is required to pay all unpaid wages timely after an employee's employment ends. The
27 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
28 hours of resignation (Labor Code section 202).

1 185. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
2 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
3 of their earned wages (including minimum wages, overtime wages, and/or meal and rest period
4 premium wages), Defendants failed to pay those employees timely after each employee's
5 termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

6 186. Labor Code sections 2699, subdivisions (a) and (g), authorize an aggrieved
7 employee, on behalf of herself and other current or former employees, to bring a civil action to
8 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
9 section 2699.3.

10 187. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
11 section 2699.3. On July 25, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
12 provided notice to Defendants by certified mail which provided notice of the specific provisions of
13 the Labor Code alleged to have been violated, including the facts and theories to support the
14 violations alleged.

15 188. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
16 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
17 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
18 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
19 to investigate Plaintiff's claims.

20 189. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
21 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 221, 223, 226,
22 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, 1197, and 2802. During Plaintiff's employment
23 and continuing through the present, preceding Plaintiff sending the initial PAGA Claim Notice to
24 the LWDA to the present, in the following amounts:

25 a. For violations of Labor Code sections 201, 202, 203, 221, 226(a), 226.7,
26 227.3, 246, 1174, 1174.5, 1194, 1197, and 2802; one hundred dollars (\$100) for each aggrieved
27 employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved
28 employee per pay period for each subsequent violation [penalty amounts established by Labor Code

section 2699(f)(2)].

b. For violations of Labor Code section 226(a), alternatively, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and one thousand dollars (\$1,000) for each subsequent violation, for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each employee for each pay period for the initial violation, and one hundred dollars (\$100) for each subsequent violation, for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 204, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each subsequent violation, or any willful or intentional violation, for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

e. For violations of Labor Code section 223, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each subsequent violation, or any willful or intentional violation, for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 225.5].

190. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

**WHEREFORE, PLAINTIFF ON HER OWN BEHALF AND ON BEHALF OF
THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:**

ON ALL CAUSES OF ACTION:

1. That the Court determine that this action may be maintained as a class action (for the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil Procedure section 382 and any other applicable law;

2. That the named Plaintiff be designated as a class representative for the California Class (and all sub-classes thereof);

3. For a declaratory judgment that the policies, practices, and/or procedures complained herein are unlawful; and

4. For an injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein.

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the minimum wage provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;

2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;

4. For liquidated damages pursuant to Labor Code section 1194.2;

5. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;

6. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194;

7. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and

8. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SECOND CAUSE OF ACTION:

1. That Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Overtime Class;

2. For damages, according to proof, including but not limited to unpaid wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;

1 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
2 under Labor Code section 1194; and

3 6. For such other further relief, in law and/or equity, as the Court deems just or
4 appropriate.

5 **ON THE THIRD CAUSE OF ACTION:**

6 1. That Defendants be found to have violated the meal period provisions of the Labor
7 Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;

8 2. For damages, according to proof, including unpaid premium wages;

9 3. For any and all legally applicable penalties;

10 4. For pre-judgment interest, including but not limited to that recoverable under Labor
11 Code section 218.6, and post-judgment interest; and

12 5. For such other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE FOURTH CAUSE OF ACTION:**

15 1. That Defendants be found to have violated the rest period provisions of the Labor
16 Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;

17 2. For damages, according to proof, including unpaid premium wages;

18 3. For any and all legally applicable penalties;

19 4. For pre-judgment interest, including but not limited to that recoverable under Labor
20 Code section 218.6, and post-judgment interest; and

21 5. For such other further relief, in law and/or equity, as the Court deems just or
22 appropriate.

23 **ON THE FIFTH CAUSE OF ACTION:**

24 1. That Defendants be found to have violated the provisions of the Labor Code
25 regarding payroll records as to Plaintiff and the Payroll Record Class;

26 2. For damages and/or penalties, according to proof, including damages and/or statutory
27 penalties under Labor Code sections 1174 and 1174.5, and any other legally applicable damages or
28 penalties;

3. For pre-judgment interest and post-judgment interest;
4. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code sections 1174 and 1174.5; and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SIXTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;
2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code section 226, subdivision (e), and any other legally applicable damages or penalties;
3. For pre-judgment interest and post-judgment interest;
4. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code section 226, subdivision (e); and
5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SEVENTH CAUSE OF ACTION:

1. That the Defendants be found to have violated the indemnification provisions of the Labor Code as to the Plaintiff and the Indemnification Class;
2. For damages, according to proof, including unpaid use and/or costs of necessary tools and/or resources;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code sections 2802 and 221, and post-judgment interest;
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code sections 2802 and 221; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

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ON THE EIGHTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding failure to pay wages for accrued paid sick time as to Plaintiff and the Sick Pay Class;

2. For damages and/or penalties, according to proof, including unpaid regular rate wages;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

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ON THE NINTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding failure to pay accrued and vested vacation/PTO wages as to Plaintiff and the Vacation/PTO Class;

2. For damages and/or penalties, according to proof, including unpaid wages, damages, and/or statutory penalties under Labor Code section 227.3 and any other legally applicable damages or penalties;

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code section 227.3; and

4. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

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ON THE TENTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the Waiting Time Class;

2. For damages and/or penalties, according to proof, including damages and/or statutory penalties under Labor Code section 203 and any other legally applicable damages or penalties;

3. For pre-judgment interest, including under Labor Code section 218.6, and post-

1 judgment interest;

2 4. For attorneys' fees and costs of suit, including but not limited to that recoverable
3 under Labor Code section 218.5; and

4 5. For such other further relief, in law and/or equity, as the Court deems just or
5 appropriate.

6 **ON THE ELEVENTH CAUSE OF ACTION:**

7 1. That Defendants be found to have violated Business and Professions Code sections
8 17200, *et seq.*, for the conduct alleged herein as to the California Class;

9 2. A declaratory judgment that the practices complained herein are unlawful;

10 3. An injunction against Defendants enjoining them, and any and all persons acting in
11 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
12 herein;

13 4. For restitution to the full extent permitted by law;

14 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
15 under Code of Civil Procedure section 1021.5; and

16 6. For such other further relief, in law and/or equity, as the Court deems just or
17 appropriate.

18 **AND, WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND OTHER**
19 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

20 **ON THE TWELFTH CAUSE OF ACTION:**

21 1. That Defendants be found to have violated the provisions of the Labor Code and the
22 IWC Wages Orders as to Plaintiff and other aggrieved employees;

23 2. For any and all legally applicable penalties during the relevant statute of limitations
24 subject to any permissible tolling, including but not limited to those recoverable under the California
25 Labor Code, including but not limited to section 2699(f);

26 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
27 under California Labor Code section 2699(g); and

28 4. For such and other further relief, in law and/or equity, as the Court deems just or

1 appropriate.
2

3 Dated: August 28, 2025

Respectfully submitted,
4 **LAVI & EBRAHIMIAN, LLP**

5
6 By: /s/: Eve Howe
Joseph Lavi, Esq.
7 Vincent C. Granberry, Esq.
Eve Howe, Esq.
8 Attorneys for Plaintiff
ANNA ZAPUSKALOVA
9 on behalf of herself and others similarly situated

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff ANNA ZAPUSKALOVA demands a trial by jury for herself and the California
12 Class on all claims so triable.
13

14 Dated: August 28, 2025

Respectfully submitted,
15 **LAVI & EBRAHIMIAN, LLP**

16
17 By: /s/: Eve Howe
Joseph Lavi, Esq.
18 Vincent C. Granberry, Esq.
Eve Howe, Esq.
19 Attorneys for Plaintiff
ANNA ZAPUSKALOVA
20 on behalf of herself and others similarly situated

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 West Olympic Boulevard, Suite 200, Beverly Hills, California 90211.

On August 28, 2025, I served the foregoing documents, described as:

- **PLAINTIFF ANNA ZAPUSKALOVA'S FIRST AMENDED COMPLAINT FOR DAMAGES AND RESTITUTION**

on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

<i>Attorney for Defendant:</i> <i>YOLO COUNTY CHILDREN'S ALLIANCE</i> Terry A. Wills, Esq. twills@cookbrown.com Karina Sandoval Martinez, Esq. ksandoval@cookbrown.com Kristin Bowling kbowling@cookbrown.com COOK BROWN, LLP 2407 J Street, Second Floor Sacramento, California 95816 T. 916-442-3100 F. 916-442-4227	
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(BY ELECTRONIC MAIL) As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.



(STATE) I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed August 28, 2025, at Beverly Hills, California.

/s/ Gretta B. Delgadillo
Gretta Delgadillo