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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LORECA WALKER, an individual, on
behalf of herself and others similarly
situated,

Plaintiff,

vs.

DNATA US INFLIGHT CATERING LLC,
a New York Limited Liability Company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Violation of Labor Code § 2810.7;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and
12. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff LORECA WALKER (hereinafter “Plaintiff”), on behalf of herself and all other
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the
3 relevant period (collectively, “Employees”; individually, “Employee”), complains of Defendants
4 as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of herself and all current and former
7 Employees within the State of California who, at any time during the four years prior to the filing
8 of this lawsuit, are or were employed as non-exempt, hourly employees by Defendants DNATA
9 US INFLIGHT CATERING LLC, a New York Limited Liability Company; and DOES 1 through
10 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
11 Defendants violated various provisions of the California Labor Code, relevant orders of the
12 Industrial Welfare Commission (IWC), and California Business & Professions Code, and seeks
13 redress for these violations.

14 2. Plaintiff worked as a driver based out of Defendants’ facilities in California and in
15 Los Angeles County. Defendants employed other similarly situated Class members as drivers,
16 stockers, loaders, cooks, and kitchen workers and those in similar and related positions in
17 connection with supplying and servicing airplanes out of major airports in California and
18 providing Defendants’ passengers and customers throughout California with food and beverage
19 products and services. Plaintiff and the other similarly situated Class members worked at
20 Defendants’ behest without being paid all wages due and without being provided all required
21 breaks. More specifically, Plaintiff and the other similarly situated Class members were employed
22 by Defendants and shared similar job duties and responsibilities, were subjected to the same
23 policies and practices, and endured similar violations at the hands of Defendants as the other
24 Employees who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to work off the clock
26 and failed to record accurate time worked by these Employees, failed to pay them at the
27 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or
28 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that

1 prevented them from learning of these unlawful pay practices. Defendants also failed to provide
2 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain
3 under Defendants' control and were not provided with the opportunity to take full uninterrupted,
4 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the
5 applicable paragraphs of the IWC Wage Orders.

6 4. Defendant DNATA US INFLIGHT CATERING LLC ("DNATA") is a New York
7 Limited Liability Company which lists its principal address with the California Secretary of State
8 at 45 Rason Road in Inwood, New York. DNATA is also the employer listed on wage statements
9 issued to Plaintiff and Class members, but with a different address at 50 Main Street in White
10 Plains, New York. DNATA lists its type of business as "inflight catering." On information and
11 belief, Defendants maintain operations and locations throughout Los Angeles County and
12 California conducting business wherever their customers are located. DNATA's website explains:

13 [D]nata USA is the Premier Ground Handler with operations spanning across 26
14 cities in the USA. dnata [sic]USA has consistently earned the respect of the
15 customers for delivering the highest level of safety and service across all
16 divisions.

17 We are honored to be the provider for over 50 International & Domestic
18 Carriers. Our customers rely on our professionalism, precision and expertise to
19 facilitate a Safe, seamless and stress-free transition for their passengers.

20 With safety at our core, our vast experience and commitment to excellence
21 enables us to offer practical and cost-efficient solutions to our customers'
22 exacting requirements. Our highly-trained staff will be on hand from start to
23 finish to ensure that your passengers' journey is a delightful one.

24 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
26 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
27 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
28 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the

obligations and liabilities giving rise to this lawsuit occurred, at least in part, in Los Angeles County, where Defendants operate and employ Class members.

6. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

FACTUAL BACKGROUND

8. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission ("IWC"). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were employed by Defendants and either were not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also

1 contends that Defendants failed to pay her and the Class members all wages due and owing,
2 including by miscalculating wages owed and by requiring off the clock work, failed to provide
3 meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages
4 owed, all in violation of various provisions of the California Labor Code and applicable
5 paragraphs of the IWC Wage Orders.

6 9. During the course of Plaintiff's and the Class members' employment with
7 Defendants, they were not paid all wages they were owed, including for all work performed
8 (resulting in "off the clock" work) and for all their overtime hours worked, or were not paid at the
9 correct rates. This has resulted in systematic and ongoing violations of the California Labor Code
10 and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-
11 exempt, hourly employees as drivers, food service workers, cooks, stockers, loaders, and in similar
12 and related positions in connection with serving Defendants' customers and locations in
13 California.

14 10. Plaintiff was employed by Defendant as a driver. Plaintiff generally worked over
15 40 hours per week, five to six shifts per week, excluding on-call and off the clock time. Plaintiff's
16 scheduled hours were generally from 3:30 p.m. through 11:00 p.m.

17 11. Despite their obligation to maintain accurate timekeeping records for hours worked
18 by their Employees, Defendants maintained improper time record-keeping systems across their
19 California facilities. Defendants required Plaintiff and the other Class members to clock in and out
20 on a time clock for their shifts. There was often a line to clock in and out which required Plaintiff
21 and Class Members to endure off the clock work that went unpaid. Plaintiff and Class members
22 often suffered late and interrupted meal breaks. Employees were nevertheless also instructed to
23 record a compliant meal period of 30 minutes, even when they did not actually take one or did so
24 untimely or for less than 30 minutes.

25 12. On information and belief, Defendants' timekeeping procedures failed to accurately
26 record Employees' actual time worked to the detriment of Employees. To maintain the appearance
27 of compliance with Labor laws, Defendants also demanded that Employees record meal periods of
28 one hour in duration after one hour of work even though it was not the ordinarily scheduled time.

1 In doing so, Defendants effectively automatically deducted thirty-minute meal periods from
2 Employees' time worked. By virtue of deducting one hour for meal periods and manipulating
3 daily hours actually worked to conform to scheduled hours, Defendants further unlawfully
4 deducted many hours Employees actually worked from the total hours Defendants recorded for
5 them for payroll purposes during the relevant pay period.

6 13. The failure to maintain accurate timekeeping and payroll records perpetrated by
7 Defendants has also been exacerbated by other off the clock work Defendants required their
8 Employees to endure. For example, Plaintiff was required to spend several minutes per week
9 checking her mobile phone to ascertain her work schedule without compensation. Employees were
10 also expected to access WhatsApp and ADP app outside of work hours to communicate with their
11 supervisors and to learn about their shift times without receiving any compensation for this time.
12 Plaintiff's pre- and post-shift time worked, and on information and belief that of other Class
13 members, went uncompensated.

14 14. Defendants followed a similar unlawful practice, upon information and belief, in
15 connection with other Employees in a concerted effort to limit and restrict regular and overtime
16 hours earned by and owing to Plaintiff and the other Class members. Time worked off the clock
17 also caused Plaintiff and other Class members to work beyond eight hours in a shift. As a result
18 of the above-described off the clock work, Defendants failed to pay Plaintiff and Class members
19 overtime for several minutes to hours before and at the end of work shifts which Defendants did
20 not record in any timekeeping or payroll records.

21 15. Plaintiff was therefore not paid for all her hours worked at the required minimum,
22 overtime and double time wage rates due to Defendants' policy and practice of requiring her to
23 work off the clock and without pay. With work shifts generally scheduled for eight hours or
24 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past
25 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times
26 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by
27 failing to pay them at the required overtime rates for all hours over eight in a work shift or over
28 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon

1 information and belief, the Class members were bound by similar scheduling and work policies
2 which Defendants required them to follow and endured similar violations at Defendants' hands as
3 Plaintiff.

4 16. Defendants have either failed to maintain timekeeping records for Plaintiff that
5 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants
6 required and the actual hours Plaintiff worked or have otherwise declined to produce them to
7 Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked,
8 Defendants have committed knowing and intentional ongoing violations of the record keeping
9 requirements under the Labor Code §§ 226 and 1174.

10 17. As a result of the above-described unlawful requirements to work off the clock,
11 the failure to accurately record all hours worked and the other wage violations they endured at
12 Defendants' hands, Plaintiff and the Class members were not properly paid all wages earned and
13 all wages owed to them by Defendants, including when working more than eight hours in any
14 given day and/or more than forty hours in any given week. As a result of Defendants' unlawful
15 policies and practices, Plaintiff and Class members incurred overtime hours worked for which
16 they were not adequately and completely compensated, in addition to the hours they were
17 required to work off the clock at their regular rates.

18 18. The failure to pay for all hours worked and underpayment of wages to Plaintiff
19 and the Class members is and has been a direct consequence of Defendants' unlawful
20 compensation policies and practices, which upon information and belief applied uniformly to the
21 Class members working based out of Defendants' other facilities and locations serviced. As a
22 result of the above-described unlawful requirements to work off the clock and regular rate
23 miscalculation, the failure to accurately record all hours worked and pay wages at the correct
24 rates, and on-call time and other wage violations they endured at Defendants' hands, Plaintiff and
25 the Class members were not properly paid all wages earned and all wages owed to them by
26 Defendants, including when working more than eight hours in any given day and/or more than
27 forty hours in any given week.

1 19. Therefore, from at least four years prior to the filing of this lawsuit and continuing
2 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
3 hours worked and failing to pay minimum wages for all time worked, as required by California
4 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,
5 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation
6 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a
7 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of
8 Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants
9 paid Plaintiff and the Class members other forms of remuneration above and beyond their hourly
10 pay, upon information and belief Defendants miscalculated and therefore underpaid any overtime
11 they paid during these pay periods by failing to include all forms of remuneration in the regular
12 rate used to calculate and pay overtime.

13 20. Defendants also failed to provide Plaintiff and the Class members with their
14 required meal periods, and the at least two ten-minute rest breaks required for scheduled shifts of
15 eight hours. Demanding workloads contributed to Defendants' common policy of failing to
16 provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code
17 and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to
18 authorize and permit Plaintiff and the employee Class Members to take all required 10-minute
19 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

20 21. More specifically, Plaintiff worked shifts that entitled her to at least one meal
21 period, but Defendants' required Plaintiff and the Class members to prioritize work over taking
22 proper meal periods. In fact, Defendants made no effort to even schedule or otherwise account for
23 time for Plaintiff and the Class members to use for duty-free, net thirty minute meal periods. To
24 the extent Defendants required Plaintiff to work over ten hours on a work shift, Defendants also
25 failed to provide second meal periods and Defendants have produced no evidence of premium
26 payments for meal period violations under Labor Code 226.7.

27 22. Defendants thus failed to provide all the legally required unpaid, off-duty meal
28 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class

1 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class
2 members were required to perform work as ordered by Defendants for more than five hours during
3 a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants
4 followed a practice of requiring off the clock work in a manner that would impact when
5 Employees were to receive meal periods and rest breaks and required them to respond to work
6 demands during breaks, thus leading to further violations.

7 23. Upon information and belief, Defendants' systems did not automatically generate a
8 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours
9 into a work shift or in the event the time punch records reflected a meal period of less than thirty
10 minutes. However, upon information and belief, in the event Defendants did pay any meal period
11 premiums, they did so at the employee's customary regular rate of hourly compensation without
12 including all forms of remuneration in that hourly rate calculation from the rate at which meal
13 premiums were paid.

14 24. As a result, Defendants' failure to provide Plaintiff and the Class members with all
15 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest
16 periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at
17 least four years prior to the filing of this action and through to the present, Plaintiff and the Class
18 members were unable to take off-duty breaks or were otherwise not provided with the opportunity
19 to take required breaks as required under the Labor Code and Wage Orders due to Defendants'
20 policies and practices. On the occasions when Plaintiff and the Class members were provided with
21 a meal period, it was often untimely or interrupted, or was impermissibly shortened, and
22 Employees were not provided with one hour's wages in lieu thereof. Meal period violations thus
23 occurred in one or more of the following manners:

- 24 (a) Class members were not provided full thirty-minute duty free meal periods
25 for work days in excess of five hours and were not compensated one hour's
26 wages in lieu thereof, all in violation of, among others, Labor Code §§
27 226.7, 512, and the applicable Industrial Welfare Commission Wage
28 Order(s);

- 1 (b) Class members were not provided second full thirty-minute duty free meal
2 periods for work days in excess of ten hours;
- 3 (c) Class members were required to work through at least part of their daily
4 meal period(s);
- 5 (d) Meal periods were provided after five hours of continuous work during a
6 shift; and
- 7 (e) Class members were restricted in their ability to take a full thirty-minute
8 meal period and were not permitted to leave their work premises during
9 meal periods and were otherwise required to remain under Defendants'
10 control during meal periods.

11 25. Similar violations resulted from Defendants' failure to authorize and permit
12 Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours
13 of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members
14 were either not authorized or permitted the opportunity to take a rest break, or were required to
15 remain under Defendants' control and respond to instructions from management and job and
16 customer demands if and when they even attempted to take one. Upon information and belief,
17 Defendants also failed to authorize and permit employees to leave their premises during rest
18 breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class members
19 to remain under their control during required off-duty rest break times.

20 26. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as
21 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even
22 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free,
23 net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees
24 during the relevant period, meaning Defendants' rest break policy was not to schedule or
25 otherwise authorize and permit them. Plaintiff and the Class members worked eight to twelve
26 hours on an average shift, and were required to receive at least two rest breaks or three rest breaks
27 on shifts over ten hours. Given the work demands, and pressure from Defendants' management,
28 Plaintiff and the Class members were compelled to not take rest breaks despite working extended

1 shifts. Defendants have produced no evidence of any payments for rest break violations under
2 Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information
3 and belief they failed to include all forms of remuneration, including in the regular rate at which
4 Defendants paid the premium.

5 27. Defendants' uniformly applied policies and practices thus resulted in untimely and
6 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class
7 members worked shifts of at least eight hours, which required at least two rest breaks, and often
8 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions
9 when Defendants authorized and permitted Plaintiff to take a first rest break, she was not
10 permitted to take a second or a third break, and those that were provided were often late and
11 generally interrupted by job duties and requirements.

12 28. During rest periods, employers must relieve employees of all duties and relinquish
13 control over how employees spend their time. Plaintiff and the Class members were and are under
14 Defendants' control when they are working through rest breaks and remaining under Defendants'
15 control. Defendants have also provided either impermissibly shortened or untimely meal and rest
16 breaks to Plaintiff and the Class members. Plaintiff and the Employees in the Class were thus not
17 authorized and permitted to take lawful rest periods, were systematically required by Defendants
18 to work through or during breaks, and were not provided with one hour's wages in lieu thereof.
19 They were required to remain on-duty during breaks or portions of their breaks, thus making
20 them either untimely or shortened and on-duty, and they were also prevented from leaving the
21 worksite and otherwise remain under Defendants' control during rest breaks under Defendants'
22 uniformly applied policies and practices. Rest period violations therefore arose in one or more of
23 the following manners:

- 24 (a) Class members were required to work without being provided a minimum
25 ten minute rest period for every four hours or major fraction thereof worked
26 and were not compensated one hour of pay at their regular rate of
27 compensation for each workday that a rest period was not provided, and to
28 the extent Defendants paid any premiums, they failed to include all forms of

1 remuneration in the regular rate used to calculate and pay them.

2 (b) Class members were not authorized and permitted to take timely rest periods
3 for every four hours worked, or major fraction thereof;

4 (c) Class members were required to remain on duty and under Defendants'
5 control during rest periods or otherwise had their rest periods interrupted by
6 work demands.

7 29. From at least four years prior to the filing of this lawsuit and continuing to the
8 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or
9 deducting the Employees' earned wages, including by requiring off the clock work during breaks
10 and before and after work shifts and by miscalculating the regular rate and accordingly
11 underpaying overtime wages and meal and rest break premiums. By not compensating Employees
12 for all hours worked at the correct rates, Defendants unlawfully deducted wages earned by and
13 owed to Plaintiff and the Class members, in violation of Labor Code § 221.

14 30. Defendants also violated California Labor Code § 246 by not providing all
15 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246
16 provides that an Employee who "works in California for the same employer for 30 or more days
17 within a year from the commencement of employment is entitled to paid sick days as specified in
18 this section." Paid sick time for nonexempt employees shall be calculated in the same manner as
19 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants
20 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and
21 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally
22 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick
23 leave to the Class members during the relevant time period, including by failing to provide two
24 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under
25 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are
26 enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully
27 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or
28 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate

1 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”

2 Plaintiff accordingly seeks this relief available for Defendants’ failure to provide Employees with
3 all their required and earned sick days and all their COVID-19 supplemental sick leave in
4 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and
5 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and
6 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

7 31. Upon information and belief, Defendants also failed to provide Employees such as
8 Plaintiff at the time of her employment and thereafter with written notice complying with all the
9 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer
10 shall provide to each employee a written notice, in the language the employer normally uses to
11 communicate employment-related information to the employee, containing” specific required
12 information. Upon information and belief, Defendants failed to provide this information to the
13 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to
14 provide Plaintiff and the aggrieved employee Class members certain specific information upon
15 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with
16 any such information when she was hired, or have failed to produce it, and upon information and
17 belief Defendants committed similar violations in connection with similarly situated and
18 aggrieved Class members.

19 32. As a result of these illegal policies and practices, Defendants also engaged in and
20 enforced the following additional unlawful practices and policies against Plaintiff and the Class
21 members she seeks to represent:

- 22 (a) failing to pay all wages owed to Class members who either were discharged,
23 laid off, or resigned in accordance with the requirements of Labor Code §§
24 201, 202, 203;
- 25 (b) failing to pay all wages owed to the Class members twice monthly in
26 accordance with the requirements of Labor Code § 204;
- 27 (c) failing to pay Class members all wages owed, including all meal and rest
28 period premium wages, and failing to pay them at the regular rate of

1 compensation; and

2 (d) failing to maintain accurate records of Class members' hours worked and
3 earned wages and meal periods in violation of Labor Code §§ 226 and
4 1174(d) and section 7 of the applicable IWC Wage Orders.

5 33. Defendants have also consistently failed to provide Class members with timely,
6 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws,
7 including by the above-described requirement of off the clock work, failure to pay all overtime
8 and double time wages owed and failure to pay them at the appropriate premium rates, and failure
9 to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by
10 miscalculating any overtime or meal period or rest break premium wages and by the systematic
11 and unlawful deductions Defendants took from Employee wages. Defendants have also made it
12 difficult to account with precision for the unlawfully withheld wages and meal and rest period
13 compensation owed to Plaintiff and the Class, during the liability period, including because they
14 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums
15 and because they did not implement and preserve a record-keeping method as required for non-
16 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable
17 California Wage Orders. Upon information and belief, time clock punches were not maintained or
18 were not accurately maintained for work shifts and meal periods. Defendants also failed to
19 accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff
20 and the Class members, including by failing to pay all overtime hours at the correctly calculated
21 overtime premium rate.

22 34. Defendants also provided Plaintiff and the Class members with wage statements
23 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.
24 For the same reasons as explained above, Plaintiff and the Class members were provided with
25 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime
26 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants
27 miscalculated meal and rest break premiums, and sick time if and when they did pay them.
28 Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants

1 were aware that Plaintiff and the Class members worked more total hours than were reflected on
2 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.
3 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone
4 the actual hours they worked in total during a pay period and the rates they were paid for those
5 hours worked. Defendants also failed to accurately list the address of the employer of the Class
6 members as required under section 226(a).

7 35. Defendants have thus willfully failed to comply with Labor Code § 226(a) by
8 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class
9 members, along with the appropriate applicable rates, among others requirements. Defendants set
10 forth an inaccurate address on the employee wage statements. The address listed on Defendants'
11 wage statements is different from that set forth on the California Secretary of State website.
12 Plaintiff and Class members are therefore entitled to penalties not to exceed \$4,000.00 for each
13 employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph
14 7 of the applicable California IWC Wage Orders by failing to maintain time records showing
15 when the employee begins and ends each work period, meal periods, and wages earned pursuant to
16 Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions
17 from payment of wages and accurately reporting total hours worked.

18 36. Defendants also required Plaintiff and the Class members to work hours off the
19 clock for which they were not compensated. They were required to endure off the clock work
20 addressed above, including during interrupted or otherwise on-duty meal and rest periods and were
21 not provided with sick pay and supplemental sick leave and were subjected to systematic off the
22 clock work. Defendants also failed to pay all overtime premium wages owed for work conducted
23 on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,
24 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to
25 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-
26 two hours of their resignation, as required by California law, including Labor Code § 203.

27 37. Defendants also failed to properly notify Plaintiff and Class members of the
28 deadline to withdraw funds for flexible spending accounts. Defendants withheld over \$800 of

1 Plaintiff's wages to be placed in her flexible spending Account ("FSA"). Plaintiff was laid off
2 from her employment on October 10, 2023. Subsequently, Plaintiff sought medical care and was
3 advised that she had no funds in her FSA. Defendant failed to notify Plaintiff and class members
4 of the deadline to withdraw funds for FSAs in violation of Labor Code § 2810.7

5 38. Additionally, from at least four years prior to the filing of this lawsuit and
6 continuing to the present, Defendants have regularly required Plaintiff and the Class members to
7 incur necessary business expenses in the course of performing their required job duties without
8 reimbursement. These included the use of personal mobile telephones for the conduct of
9 Defendants' business, uniform maintenance, and protective gear purchase and maintenance. Class
10 members must be reimbursed for these necessary business expenses under Labor Code § 2802,
11 and Defendants systematically failed to do so.

12 39. In light of the foregoing, Plaintiff and the Employees in the Class bring this action
13 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,
14 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
15 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and California Code of Regulations, Title
16 8, section 11000 *et seq.*

17 40. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff
18 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits
19 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or
20 fraudulent practices alleged in this Complaint.

21 **CLASS ALLEGATIONS**

22 41. Plaintiff brings this class action on behalf of herself, and all others similarly
23 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or "the
24 Class" or "Class members") defined as follows: "All individuals employed by Defendants at any
25 time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as
26 determined by the Court ("the Class Period"), and who have been employed as non-exempt,
27 hourly employees within the State of California." This includes drivers, stockers, and loaders, and
28 others in similar and related positions in connection with inflight catering services they provided

1 to Defendants' customers throughout California. Further, Plaintiff seeks to represent the
2 Subclasses composed of and defined as follows:

3 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
4 compensated for all hours worked for Defendants at the applicable minimum wage.

5 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
6 compensated for all hours worked for Defendants at the required rates of pay, including for all
7 hours worked in excess of eight in a day and/or forty in a week.

8 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
9 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
10 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

11 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
12 Defendants' policy and/or practice of failing to authorize and permit Employees to take
13 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
14 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

15 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
16 applicable limitations period, were not provided with accurate itemized wage statements.

17 f. Subclass 6. Unauthorized Deductions from Wages Subclass. All Class members
18 who were subject to Defendants' policy and/or practice of deducting wages earned from their pay,
19 including by requiring off the clock work.

20 g. Subclass 7. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
21 members who were subject to Defendants' policy and practice of not timely paying all wages
22 earned when they were due and payable at least twice monthly.

23 h. Subclass 8. Termination Pay Subclass. All Class members who, within the
24 applicable limitations period, either voluntarily or involuntarily separated from their employment
25 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
26 termination.

27 i. Subclass 9. Payroll Records Subclass. All Class members who were subject to
28 Defendants' policy and/or practice of failing to keep accurate time and wage records as required

by California wage-and-hour laws.

j. Subclass 10. FSA Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to notify employees of the deadline to withdraw funds for FSAs records as required by California wage-and-hour laws.

k. Subclass 11. Expense Reimbursement Subclass. All Class members who incurred necessary and reasonable expenses in connection with performing their job duties for Defendants and who were subject to a policy and/or practice under which such expenses were not reimbursed.

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

42. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or to provide further division into subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class against Defendants, the Class Period should be adjusted accordingly.

43. Defendants, as a matter of company policy, practice and procedure, and in violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged in a practice whereby Defendants failed to correctly calculate and pay compensation for the time worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the benefit of this work, required Employees to perform this work and permitted or suffered to permit this work. Defendants have uniformly denied these Class members wages to which these employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in order to unfairly cheat the competition and unlawfully profit.

44. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in this litigation and the proposed Class is easily ascertainable from the employment records for Plaintiff and the Class members that Defendants are required to maintain under California law.

1 **A. Numerosity**

2 45. The potential members of the Class as defined are so numerous that joinder of all
3 the Class members is impracticable. While the precise number of Class member has not been
4 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
5 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
6 Class definition within the State of California. Plaintiff alleges that Defendants' employment
7 records will provide information as to the number and location of all Class members.

8 **B. Commonality**

9 46. There are questions of law and fact common to the Class that predominate over any
10 questions affecting only individual Class members. The common questions are numerous and
11 substantial and flow from Defendants' uniform policies and/or practices of violating the California
12 Labor Code addressed above. As such, these common questions predominate over individual
13 questions concerning each individual Class Member's showing as to his or her eligibility for
14 recovery or as to the amount of damages. These common questions of law and fact include:

- 15 a. Whether Defendants failed to pay Employees minimum wages;
16 b. Whether Defendants failed to pay Employees wages for all hours worked;
17 c. Whether Defendants failed to pay Employees overtime as required under Labor
18 Code § 510;
19 d. Whether Defendants paid reporting time pay under the applicable wage order and 8
20 CCR § 11040(5);
21 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
22 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
23 premium pay in lieu thereof;
24 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
25 Orders, by failing to authorize and permit Employees to take requisite rest breaks,
26 or provide premium pay in lieu thereof;
27 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with
28 inaccurate wage statements and wage statements that omitted many of the Section

226(a) requirements.

- h. Whether Defendants violated Labor Code § 221;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants' conduct was willful;
- k. Whether Defendants violated Labor Code § 226 and § 1174 and §1198 and the IWC Wage Orders by failing to maintain accurate records of Class members' earned wages and work periods;
- l. Whether Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;
- m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly;
- n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary business expenses incurred by Employees;
- o. Whether Defendants violated Labor Code § 2810.7 by failing to notify employees of the deadline to withdraw funds from flexible spending accounts;
- p. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not providing employees with all required sick days and COVID-19 supplemental sick leave;
- q. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- r. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- s. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

47. The claims of the named Plaintiff are typical of those of the other Employees. The Employee Class members all sustained injuries and damages arising out of and caused by Defendants' common course of conduct and uniformly applied policies in violation of statutes, as

1 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
2 the off the clock work and meal and rest violations she was required to endure are typical of those
3 of the other Class members.

4 **D. Adequacy of Representation**

5 48. Plaintiff will fairly and adequately represent and protect the interest of the
6 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
7 experienced and competent in litigating employment class actions.

8 **E. Superiority of Class Action**

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

14 50. As to the issues raised in this case, a class action is superior to all other methods for
15 the fair and efficient adjudication of this controversy, as joinder of all Class members is
16 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
17 members. Further, as the economic or other loss suffered by vast numbers of Class members may
18 be relatively small, the expense and burden of individual actions makes it difficult for the Class
19 members to individually redress the wrongs they have suffered. Moreover, in the event
20 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
21 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
22 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
23 to vindicate their rights for violations they endured which they would otherwise be foreclosed
24 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

25 51. Class action treatment will allow those persons similarly situated to litigate their
26 claims in the manner that is most efficient and economical for the parties and the judicial system.
27 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
28 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would

1 set forth the subject and nature of the instant action. The Defendants' own business records can be
2 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent
3 that any further notice is required additional media and/or mailings can be used.

4 52. Defendants, as prospective and actual employers of the Employees in the Class,
5 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
6 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
7 Employees as well as the effect of any alleged arbitration agreements that may have been forced
8 upon them. In addition, Defendants knew they possessed special knowledge about pay practices
9 and policies, most notably intentionally refusing to pay for all hours actually worked which should
10 have been recorded in Defendants' pay records and the consequence of the alleged arbitration
11 agreements and policies and practices on the Employees and Class as a whole.

12 53. Plaintiff and the Employees in the Class did not discover the fact that they were
13 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there
14 any discussion about Plaintiff's and the Class members' waiver of their Constitutional rights of
15 trial by jury, to collectively organize and oppose unlawful pay practices under California law as
16 well as obtain injunctive relief preventing such practices from continuing. As a result, the
17 applicable statutes of limitation tolled until such time as Plaintiff and the Class members
18 discovered their claims.

19 **FIRST CAUSE OF ACTION**
20 **FAILURE TO PAY MINIMUM WAGES**
21 **(Against All Defendants)**

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

24 55. Defendants failed to pay Employees minimum wages for all hours worked.
25 Defendants had a consistent policy of failing to pay Employees for all hours worked. Employees
26 would work hours and not receive wages, including as alleged above in connection with off the
27 clock work, including all the time required to remain on duty and under Defendants' control
28 during breaks and due to the work demands placed upon them by Defendants' management and

1 by paying what should have been overtime hours as regular hours. Defendants' uniformly applied
2 policies required systematic off the clock work and underpayment of all wages owed to
3 Employees over a period of time, while benefiting Defendants. During the relevant time period,
4 Defendants thus regularly failed to pay minimum wages to Plaintiff and the Class members,
5 including by requiring systematic off the clock work. To the extent any local wage ordinances
6 were also applicable to paying the employees an hourly rate above the minimum wage rate,
7 Defendants failed to comply with the local wage ordinances. To the extent any prevailing rates
8 and fringe benefits were also applicable to paying the employees an hourly rate above the
9 minimum wage rate, Defendants failed to comply with the prevailing rate requirements.
10 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
11 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
12 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
13 wage pay.

14 56. In California, employees must be paid at least the applicable state minimum wage
15 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and
16 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to
17 California Labor Code § 204, other applicable laws and regulations, and public policy, an
18 employer must timely pay its employees for all hours worked. Defendants failed to do so.

19 57. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
20 states: "The minimum wage for employees fixed by the commission is the minimum wage to be
21 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The
22 applicable minimum wage rate fixed by the commission for work during the relevant period is
23 found in the Wage Orders.

24 58. The minimum wage provisions of California Labor Code are enforceable by private
25 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
26 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
27 overtime compensation applicable to the employee is entitled to recover in a civil action the
28 unpaid balance of the full amount of this minimum wage or overtime compensation, including

1 interest thereon, reasonable attorney's fees and costs of suit."

2 59. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
3 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
4 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
5 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
6 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in
7 the absence of a contractually agreed upon one.

8 60. In committing these violations of the California Labor Code, Defendants
9 inaccurately recorded, or required Plaintiff and the Class members to input times that did not
10 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual
11 time worked by Plaintiff and other members of the Class, including by requiring off the clock
12 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of
13 all earned wages, and other benefits in violation of the California Labor Code, the Industrial
14 Welfare Commission requirements and other applicable laws and regulations. As a result of these
15 violations, Defendants also failed to timely pay all wages earned in accordance with California
16 Labor Code § 1194.

17 61. California Labor Code § 1194.2 also provides for the following remedies: "In any
18 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
19 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
20 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

21 62. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
22 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial
23 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to
24 pay each employee minimum wages.

25 63. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are
26 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and
27 interest thereon.

28

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

65. Plaintiff and the Class members are entitled to recover the unpaid minimum wages (including double minimum wages) and local wage ordinance wages and liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the Class members who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Class members. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

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

67. California Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action may be maintained directly against the employer in an employee’s name without first filing a

1 claim with the Division of Labor Standards and Enforcement.

2 68. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and
3 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the
4 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular
5 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)
6 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any
7 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)
8 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of
9 work in a workweek.

10 69. Defendants had a consistent policy of not paying Employees wages for all hours
11 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by
12 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants
13 have also failed to include all forms of remuneration in the regular rate of pay used to calculate
14 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the
15 clock work, as detailed above.

16 70. Defendants thus had a consistent policy of not paying Employees wages for all
17 hours worked, including hours at their required regular, overtime, and double-time rates.
18 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
19 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class
20 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the
21 Class members all earned and owed straight time and overtime wages and other benefits, in
22 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
23 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
24 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
25 employees to work through meal periods or remain under Defendants' control when they were
26 required to be clocked out or to otherwise work off the clock to complete their daily job duties and
27 respond to demands from customers and managers.

28

1 71. Therefore, Employees were not properly compensated, nor were they paid overtime
2 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.
3 Based on information and belief, Defendants did not make available to Employees a reasonable
4 protocol for correcting time records when Employees worked overtime hours or to fix incorrect
5 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.
6 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated
7 Class members to work through meal periods when they were required to be clocked out or to
8 otherwise work off the clock to complete their daily job duties.

9 72. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
10 regular wages owed and overtime compensation for all hours worked, as required by California
11 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable
12 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the
13 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

14 73. Additionally, Labor Code § 558(a) provides "any employer or other person acting
15 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
16 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
17 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
18 pay period for which the employee was underpaid in addition to an amount sufficient to recover
19 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
20 underpaid employee for each pay period for which the employee was underpaid in addition to an
21 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
22 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
23 this section are in addition to any other civil or criminal penalty provided by law." Defendants
24 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
25 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor
26 Code § 558.

27 74. Defendants' failure to pay compensation in a timely fashion also constituted a
28 violation of California Labor Code § 204, which requires that all wages shall be paid

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

5 75. Employees have been damaged by these violations of California Labor Code §§
6 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under
7 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less
8 than \$100 for causing Employees “to work for longer hours than those fixed, or under conditions
9 of labor prohibited by an order of the commission” or if the employer pays “a wage less than the
10 minimum fixed by an order of the commission” or “violates...any provision of this chapter or
11 any order or ruling of the commission.”

12 76. Consequently, pursuant to the California Labor Code, including Labor Code §§
13 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including
14 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of
15 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus
16 their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties
17 against Defendants, and each of them, and any additional sums as provided by the Labor Code
18 and/or other statutes.

19 **THIRD CAUSE OF ACTION**

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

21 **(Against All Defendants)**

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

24 78. Employees regularly worked shifts greater than five (5) hours and in some
25 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the
26 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five
27 (5) hours without providing her or her with a meal period of not less than thirty (30) minutes or for
28 a shift of more than ten (10) hours without providing her or her with a second meal period of not

1 less than thirty (30) minutes.

2 79. Defendants failed to provide Employees with meal periods as required under the
3 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required
4 to work or to otherwise remain under Defendants' control during meal periods, or Defendants
5 provided them after Employees worked beyond the fifth hour of their shifts or Employees
6 otherwise had them shortened and interrupted by work demands and requirements to perform off
7 the clock work and remain under Defendants' control. Furthermore, upon information and belief,
8 on the occasions when Employees worked more than ten hours in a given shift, they did so
9 without receiving a second uninterrupted thirty-minute meal period as required by law.

10 80. Defendants thus failed to provide Plaintiff and the Class members with meal
11 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,
12 including by not providing them with the opportunity to take meal breaks, by providing them late
13 or for less than thirty minutes, or by requiring them to perform work during breaks.

14 81. Moreover, Defendants failed to compensate Employees for each meal period not
15 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
16 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
17 employee a meal period in accordance with this section, the employer shall pay the employee one
18 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
19 period is not provided. As detailed above, on the occasions when Defendants did pay any meal
20 period premiums, they upon information and belief underpaid them by miscalculating the regular
21 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to
22 compensate the Employees in the Class for each meal period not provided or inadequately
23 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
24 Wage Order.

25 82. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the
26 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal
27 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or
28 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory

penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and applicable IWC Wage Order paragraphs.

FOURTH CAUSE OF ACTION

REST-BREAK PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

84. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that employers must authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four (4) work hours.

85. Employees consistently worked consecutive four hour shifts and were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for each consecutive four hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than ten minutes for each consecutive four hour shifts. Defendants made no effort to authorize and permit Plaintiff and the Class members to take lawful rest breaks. Employees were often required to work or to otherwise remain under Defendants' control during rest periods, including by responding to work requirements, being prohibited from leaving the worksites, and had breaks provided untimely as a result of the above described off the clock work.

86. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders provide that if an employer fails to provide an employee rest period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Defendants failed to do so.

87. Defendants, and each of them, have therefore intentionally and improperly denied rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the applicable IWC Wage Orders.

88. Defendants failed to authorize and permit Plaintiff and the Class members to take

1 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees
2 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed
3 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs
4 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants paid any rest break
5 premiums, they upon information and belief, underpaid them by miscalculating the regular rate of
6 compensation by not including all forms of remuneration in it. Defendants thus failed to
7 compensate the Employees in the Class for each rest period not provided or inadequately
8 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC
9 Wage Order.

10 89. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the
11 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour
12 of wages at their effective hourly rates of pay for each day worked without the required rest
13 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against
14 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

15 **FIFTH CAUSE OF ACTION**
16 **VIOLATION OF LABOR CODE § 226**
17 **(Against All Defendants)**

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

20 91. California Labor Code § 226(a) requires an employer to furnish each of his or her
21 employees with an accurate, itemized statement in writing showing the gross and net earnings,
22 total hours worked, and the corresponding number of hours worked at each hourly rate; these
23 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
24 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
25 statements may be given to the employee separately from the payment of wages; in either case the
26 employer must give the employee these statements twice a month or each time wages are paid.

27 92. Defendants failed to provide Plaintiff and the similarly situated Employee Class
28 members with accurate itemized wage statements in writing, as required by the Labor Code and

1 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to
2 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,
3 including for all overtime and double time hours worked and for deficient meal periods and rest
4 breaks, all of which Defendants knew or reasonably should have known were owed to the
5 Employees, as alleged above.

6 93. Throughout the liability period, Defendants intentionally failed to furnish to
7 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
8 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
9 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net
10 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
11 the employee and only the last four digits of his or her social security number or an employee
12 identification number other than a social security number, (8) the name and address of the legal
13 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and
14 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor
15 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory
16 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class
17 members with such timely and accurate wage and hour statements. Defendants also failed to
18 accurately list the address of the employer under section 226(a)(8) on wage statements.

19 94. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
20 and intentional failure to provide them with the wage and hour statements as required by law and
21 are presumed to have suffered injury and entitled to penalties under Labor Code § 226(e), as the
22 Defendants have failed to provide an accurate wage statement, failed to provide accurate and
23 complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9),
24 inclusive, and the Plaintiff and Class members cannot promptly and easily determine from the
25 wage statement alone one or more of the following: (i) The amount of the gross wages or net
26 wages paid to the employee during the pay period or any of the other information required to be
27 provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of
28 subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net

1 wages paid to the employee during the pay period, (iii) The name and address of the employer
2 and, (iv) The name of the employee and only the last four digits of his or her social security
3 number or an employee identification number other than a social security number. For purposes
4 of Labor Code § 226(e) “promptly and easily determine” means a reasonable person [i.e. an
5 objective standard] would be able to readily ascertain the information without reference to other
6 documents or information.

7 95. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers
8 are required “to pay each employee, on the established payday for the period involved, not less
9 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor
10 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order
11 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members
12 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph
13 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable
14 IWC Wage Orders.

15 96. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code
16 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the
17 Class suffered injuries, including among other things confusion over whether they received all
18 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing
19 them to make mathematical computations to analyze whether the wages paid in fact compensated
20 them correctly for all hours worked.

21 97. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
22 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of
23 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
24 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
25 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to
26 an award of costs and reasonable attorneys’ fees.

27 ///

28 ///

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 221
(Against All Defendants)

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

99. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

100. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off the clock work, by miscalculating overtime, and by not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff and the other Class members, as alleged above. By not compensating Employees for all hours worked and meal and rest period premiums, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

101. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 204
(Against All Defendants)

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

103. Labor Code § 204 instructs that: “All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day,

1 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
2 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment
3 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
4 calendar days following the close of the payroll period.” As detailed above, Defendants
5 maintained a consistently applied policy and practice of not paying all wages earned between the
6 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
7 between the 16th and the last day of the month between the 1st and 10th day of the following month.
8 Defendants similarly failed to pay all wages earned by not more than seven calendar days
9 following the close of the payroll period.

10 104. All wages due and owing to Plaintiff and the Class members, including as required
11 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages
12 required by Labor Code § 1194 and other sections became due and payable to each employee in
13 each pay period that he or she was not provided with a meal period or rest period or paid straight
14 or overtime wages to which he or she was entitled.

15 105. Defendants violated Labor Code § 204 by systematically refusing to timely pay
16 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
17 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
18 payday for the period involved, not less than the applicable minimum wage for all hours worked in
19 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
20 hours than those fixed by the order or under conditions of labor prohibited by the order is
21 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
22 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
23 penalties under paragraph 20 of the applicable IWC Wage Orders.

24 106. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
25 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
26 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
27 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
28 applicable IWC Wage Orders.

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

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

108. Plaintiff and numerous Class members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

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

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

111. Defendants thus failed to pay Plaintiff and the Class members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

112. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission" or

1 if the employer pays “a wage less than the minimum fixed by an order of the commission” or
2 “violates...any provision of this chapter or any order or ruling of the commission.”

3 113. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former
4 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of
5 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages
6 shall continue until paid for up to thirty (30) days from the date they were due.

7 **NINTH CAUSE OF ACTION**

8 **FAILURE TO NOTIFY EMPLOYEES OF DEADLINE TO WITHDRAW FUNDS FOR**
9 **FLEXIBLE SPENDING ACCOUNTS, LABOR CODE § 2810.7**

10 **(Against All Defendants)**

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

13 115. California Labor Code § 2810.7 requires that all employers shall notify employees
14 of the deadline to withdraw funds for flexible spending accounts. California Labor Code §
15 2810.7(a) further requires:

16 (a) An employer shall notify an employee who participates in a flexible spending account,
17 including, but not limited to, a dependent care flexible spending account, a health flexible
18 spending account, or adoption assistance flexible spending account, of any deadline to withdraw
19 funds before the end of the plan year. Notice shall be by two different forms, one of which may be
20 electronic.

21 (b) Notices made pursuant to subdivision (a) may include, but are not limited to the
22 following:

- 23 (1) Electronic mail communication.
24 (2) Telephone communication.
25 (3) Text message notification.
26 (4) Postal mail notification.
27 (5) In-person notification.
28

1 116. During the course of Plaintiff's and Employees' employment, Defendants
2 consistently failed to notify Plaintiff and Class Members as required by California Labor Code §
3 2810.7.

4 117. Defendants have maintained a common unlawful policy and practice of failing to
5 timely notify employees of the deadline to withdraw funds for flexible spending accounts.

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

8 119. Accordingly, Defendants are liable for civil penalties pursuant to the California
9 Labor Code including § 2810.7, for the three years prior to the filing of this Complaint.

10 **TENTH CAUSE OF ACTION**

11 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

12 **(Against All Defendants)**

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

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

19 122. During the course of Plaintiff's and Employees' employment, Defendants
20 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as
21 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and
22 premium pay as discussed above and failing to document and pay for actual hours worked.

23 123. Defendants are also required by the California Labor Code § 1198 and the
24 applicable Wage Order to maintain a tracking system that accurately records the times during
25 which Employees work.

26 124. Defendants have maintained a common unlawful policy and practice of failing to
27 accurately record all hours worked and all meal period start and end times.

28

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

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

5 **ELEVENTH CAUSE OF ACTION**
6 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**
7 **(Against All Defendants)**

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

10 128. Plaintiff is informed and believes and based thereon alleges that throughout the
11 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work
12 related expenses they incurred. These included the use of personal mobile telephones for the
13 conduct of Defendants' business, uniform maintenance, and protective gear purchase and
14 maintenance. Plaintiff and the Class members must be reimbursed for these necessary business
15 expenses under Labor Code § 2802 and Defendants systematically failed to do so.

16 129. Defendants thus followed a uniform policy and practice of failing to reimburse
17 Employees for these necessary work related expenses or losses incurred in direct discharge of their
18 job duties during employment with Defendants and at the direction of the Defendants pursuant to
19 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

20 130. Defendants' knowing and willful failure to reimburse lawful necessary work related
21 expenses and losses to Plaintiff and the Class members resulted in damages because, among other
22 things, Defendants did not inform employees of their right to be reimbursed for those work related
23 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard
24 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and
25 necessary expenses was an expected and essential function of their employment with Defendants
26 and that failure to incur those expenses would have adverse consequences on their employment.

27 131. Therefore, Plaintiff and the Class members are entitled to reimbursement for any
28 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9

1 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while
2 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed
3 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the
4 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

5 **TWELFTH CAUSE OF ACTION**

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

7 **(Against All Defendants)**

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

10 133. Plaintiff, on behalf of herself, the Employees in the Class, and the general public,
11 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of
12 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
13 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
14 the public interest within the meaning of Code of Civil Procedure § 1021.5.

15 134. Plaintiff is a "person" within the meaning of Business & Professions Code
16 § 17204, have suffered injury, and therefore have standing to bring this cause of action for
17 injunctive relief, restitution, and other appropriate equitable relief.

18 135. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
19 business practices. By the conduct alleged herein, Defendants' practices were deceptive and
20 fraudulent in that Defendants' policy and practice failed to provide the required amount of
21 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
22 Class members for all hours worked, due to systematic business practices as alleged herein that
23 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
24 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
25 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
26 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

27 136. Wage-and-hour laws express fundamental public policies. Paying employees their
28 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental

1 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
2 vigorously to enforce minimum labor standards, to ensure that employees are not required or
3 permitted to work under substandard and unlawful conditions, and to protect law-abiding
4 employers and their employees from competitors who lower costs to themselves by failing to
5 comply with minimum labor standards.

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

12 138. Defendants' conduct, as alleged above, constitutes unfair competition in violation
13 of the Business & Professions Code § 17200 *et seq.*

14 139. Defendants, by engaging in the conduct herein alleged, by failing to pay wages
15 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise
16 of reasonable care should have known that their conduct was unlawful; therefore, their conduct
17 violates the Business & Professions Code § 17200 *et seq.*

18 140. By the conduct alleged herein, Defendants have engaged and continue to engage in
19 a business practice which violates California and federal law, including but not limited to, the
20 applicable Industrial Wage Order(s), the California Code of Regulations, and the California
21 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this
22 Court should issue declaratory and other equitable relief pursuant to California Business &
23 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to
24 constitute unfair competition, including restitution of wages wrongfully withheld.

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

27 142. Unless restrained by this Court Defendants will continue to engage in such
28 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court

1 should make such orders or judgments, including the appointment of a receiver, as may be
2 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
3 deceptive practice prohibited by the Business & Professions Code, including but not limited to
4 the disgorgement of such profits as may be necessary to restore Employees to the money
5 Defendants have unlawfully failed to pay.

6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

- 8 1. For an order certifying this action as a class action;
- 9 2. For compensatory damages in the amount of the unpaid minimum wages for work
10 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
11 the filing of this action, as may be proven;
- 12 3. For liquidated damages in the amount equal to the unpaid minimum wage and
13 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 14 4. For compensatory damages in the amount of all unpaid wages, including overtime
15 and double-time pay, as may be proven;
- 16 5. For compensatory damages in the amount of the hourly wage made by Employees
17 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
18 years prior to the filing of this action, as may be proven;
- 19 6. For compensatory damages in the amount of the hourly wage made by Employees
20 for each day requisite rest breaks were not provided or were deficiently provided where no
21 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
22 be proven;
- 23 7. For compensatory damages in the amount of the hourly wage made by Employees
24 for shifts where no reporting time pay was paid from at least four (4) years prior to the filing of
25 this action, as may be proven;
- 26 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 27 9. For restitution and/or damages and penalties for Defendants' failure to pay all
28 wages due twice monthly under Labor Code § 204, as may be proven;

10. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;

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

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

13. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

14. For damages and restitution for failure to reimburse all reasonable and necessary business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

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

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

17. For other wages and penalties under the Labor Code as may be proven;

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

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

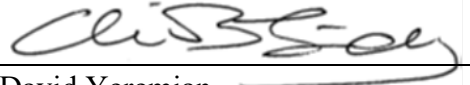
20. For an award providing for the payment of the costs of this suit;

21. For an award of attorneys' fees; and

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

DATED: September 27, 2024

D.LAW, INC.

By: 

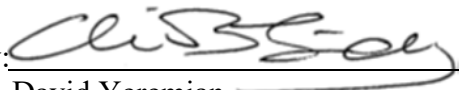
David Yeremian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff LORECA
WALKER and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: September 27, 2024

D.LAW, INC.

By: 
David Yeremian
Alvin B. Lindsay
Jean Hopkins Power
Attorneys for Plaintiff LORECA
WALKER and the putative class