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JULIA YEE BAIRD

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JULIA YEE BAIRD, an individual, on behalf of
herself and all similarly situated employees,

Plaintiff

-vs.-

CARDINAL PAUL YU-PIN MEMORAL
FOUNDATION, a California nonprofit
corporation; FATIMA SUCHEN LEE, an
individual; FEIDIAN FU, an individual; and
DOES 1 through 100, inclusive,

Defendants

Case No. 24STCV31786

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

1. Failure to Pay Overtime Wages;
2. Failure to Pay Minimum Wages;
3. Failure to Provide Meal Periods or
Compensation In Lieu Thereof;
4. Failure to Provide Rest Periods or
Compensation In Lieu Thereof;
5. Failure To Pay Due Wages At
Termination;
6. Failure to Furnish Accurate Wage
Statements;
7. Violation of Labor Code § 226(C);
8. Violation of Labor Code § 1198.5;
9. Violation of Labor Code § 2802;
10. Unfair Competition;
11. Civil Penalties Under Labor Code
Section 2699, et seq. (PAGA)

JURY TRIAL DEMANDED

FILED

Superior Court of California
County of Los Angeles

02/05/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

COMES NOW plaintiff JULIA YEE BAIRD (“Plaintiff”), on behalf of herself and all other employees similarly situated in the state of California (collectively referred to as “Plaintiffs”), allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, on behalf of Plaintiff and all other California current and former similarly situated employees employed by or formerly employed by defendants CARDINAL PAUL YU-PIN MEMORIAL FOUNDATION, FATIMA SUCHEN LEE, FEIDIAN FU, and DOES 1 through 100, as further defined below, (collectively "Defendants"). Plaintiff alleges as follows:

2. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a policy or practice of failing to pay overtime wages to Plaintiff and other non-exempt employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and similarly situated employees routinely working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days on a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting employees to work off the clock (including directing employees to clock out and continue working, among other violations); failing to pay overtime hours at the proper overtime rate of pay, including, without limitation, by paying overtime hours at the improper rate(s) of pay and/or recharacterizing overtime hours worked to appear that they worked at a different time or pay period; by failing to pay for reporting time pay; and/or by manipulating or editing time records to show lesser hours than actually worked during the pay period, to the detriment of Plaintiff and other similarly situated employees. Defendants also did not properly pay sick time.

3. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have had a policy or practice of failing to pay minimum wages to Plaintiff and

1 other non-exempt employees in the State of California in violation of California state wage and
2 hour laws as a result of, among other things, Defendants failing to accurately track and/or pay for
3 all hours actually worked; engaging, suffering, or permitting employees to work off the clock;
4 failing to pay for reporting time pay; and/or by manipulating or editing time records to show lesser
5 hours than actually worked during the pay period, to the detriment of Plaintiff and other similarly
6 situated employees.

7 4. For at least four (4) years prior to the filing of this Action and continuing to the
8 present, Defendants have had a policy or practice of failing to provide Plaintiff and other similarly
9 situated employees or former employees within the State of California a thirty (30) minute
10 uninterrupted meal period for days on which the employees worked more than five (5) hours in a
11 work day and a second thirty (30) minute uninterrupted meal period for days on which employees
12 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
13 unprovided meal periods as required by California wage and hour laws. Defendants failed to
14 provide timely meal periods to Plaintiff and other similarly situated employees or former
15 employees.

16 5. For at least four (4) years prior to the filing of this action and continuing to the
17 present, Defendants have had a policy or practice of failing to provide Plaintiff and similarly
18 situated employees or former employees within the State of California rest periods of at least ten
19 (10) minutes per four (4) hours worked or major fraction thereof and failing to provide
20 compensation for such unprovided rest periods as required by California wage and hour laws.

21 6. For at least three (3) years prior to the filing of this action and continuing to the
22 present, Defendants have failed to pay Plaintiff and other similarly situated employees the full
23 amount of their wages owed to them upon termination and/or resignation as required by Labor
24 Code sections 201 and 202 as a result of their failure to pay overtime wages as herein mentioned.

25 7. For at least one (1) year prior to the filing of this Action and continuing to the
26 present, Defendants have had a policy or practice of failing to furnish Plaintiff and similarly
27 situated employees within the State of California with itemized wage statements that accurately
28 reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in

1 effect during the pay period and the corresponding number of hours worked at each hourly rate;
2 the name and address of the legal entity that is the employer; and other such information as
3 required by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further
4 failed to furnish employees with an accurate calculation of gross and gross wages earned, as well
5 as gross and net wages paid.

6 8. For at least three (3) years prior to the filing of this Action and continuing to the
7 present, Defendants had and have a policy or practice of, upon written request to inspect or receive
8 copies of records pursuant to Labor Code section 226, subdivision (b), pertaining to a current or
9 former employee, complying with the request within 21 days from the date thereof.

10 9. For at least three (3) years prior to the filing of this Action and continuing to the
11 present, Defendants had and have a policy or practice of making the contents of personnel records
12 that the employer maintains relating to the employee's performance or to any grievance
13 concerning the employee available for inspection within 30 calendar days from the date of a
14 written request, as required by Labor Code section 1198.5.

15 10. For at least three (3) years prior to the filing of this Action and continuing to the
16 present, Defendants have had a consistent policy of failing to indemnify Plaintiff and other
17 similarly situated employees or former employees within the State of California for expenses
18 incurred by in furtherance of their work duties in violation of, among other authorities, Labor Code
19 section 2802, including but not limited to work uniforms.

20 11. Plaintiff, on behalf of herself and all other similarly situated employees, brings this
21 action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226,
22 226.7, 227.3, 246, 350, 351, 510, 512, 558.1, 1194, 1194.2, 1197, 1197.1, 1198.5, 2802, and
23 California Code of Regulations, Title 8, section 11050, seeking overtime wages, minimum wages,
24 payment of premium wages for missed meal and rest periods, penalties, reimbursement for
25 expenses incurred in furtherance of job duties, other such provisions of California law, and
26 reasonable attorneys' fees and costs. Plaintiff, on behalf of herself and all other similarly situated
27 employees, pursuant to California Business and Professions Code sections 17200 through 17208,
28 also seeks (an) injunction(s) prohibiting Defendants from further violating the Labor Code and

1 requiring the establishment of appropriate and effective means to prevent further violations, as well
2 as all monies owed but withheld and retained by Defendants to which Plaintiff and Class Members
3 are entitled, as well as restitution of amounts owed.

4 **PARTIES**

5 A. Plaintiff

6 12. Plaintiff JULIA YEE BAIRD is a resident of the State of California. At all relevant times
7 herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed
8 Plaintiff as a non-exempt employee, with duties as a caretaker from on or around November 4, 2010
9 through September 27, 2024.

10 At all times mentioned herein, Plaintiff performed her duties in a satisfactory manner during
11 her employment with Defendants.

12 B. Defendants

13 13. Plaintiff is informed and believes and based thereon alleges that defendant CARDINAL
14 PAUL YU-PIN MEMORIAL FOUNDATION (“CARDINAL PAUL”), at all times relevant hereto
15 was, a California non-profit corporation doing business in the County of Los Angeles, State of
16 California. CARDINAL PAUL’s principal place of business is located in the County of Los
17 Angeles, State of California.

18 14. Plaintiff is informed and believes, and based thereon alleges, that defendant FATIMA
19 SUCHEN LEE (“LEE”) is, and at all times relevant hereto was, an individual residing in California
20 and a citizen of California, as well as the Secretary and managing agent of CARDINAL PAUL, and
21 DOES 1 through 100, as further defined below. At all relevant times, LEE was a managing agent,
22 owner, and executive who exercised substantial independent authority and judgment in decision-
23 making and the decisions ultimately determined corporate policies to subject LEE to personal
24 liability for the alleged wage violations under Labor Code Section 558.1.

25 15. Plaintiff is informed and believes, and based thereon alleges, that defendant FEIDIAN FU
26 (“FU”) is, and at all times relevant hereto was, an individual residing in California and a citizen of
27 California, as well as the CFO and managing agent of CARDINAL PAUL, and DOES 1 through
28 100, as further defined below. At all relevant times, FU was a managing agent, owner, and

1 executive who exercised substantial independent authority and judgment in decision-making and
2 the decisions ultimately determined corporate policies to subject FU to personal liability for the
3 alleged wage violations under Labor Code Section 558.1.

4 **JOINT LIABILITY ALLEGATIONS**

5 16. Plaintiff is informed and believes and based thereon alleges that the named defendants and
6 DOES 1- 100 (collectively, “Defendants”) employed Plaintiff and similarly situated employees
7 within the relevant statutory period, by, among other things, exercising control over their wages,
8 hours and/or working conditions.

9 17. Plaintiff is further informed and believes and based thereon alleges that defendants’ owners
10 and managing agents, violated, or caused to be violated, the above-referenced and below-referenced
11 Labor Code provisions in violation of Labor Code section 558.1.

12 18. Plaintiff is informed and believes and based thereon alleges that all the times
13 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
14 representative, joint venture or co-conspirator of each of the other defendants, either actually or
15 ostensibly, and in doing the things alleged herein acted within the course and scope of such
16 agency, employment, joint venture, and conspiracy.

17 19. All of the acts and conduct described herein of each and every corporate defendant
18 was duly authorized, ordered, and directed by the respective and collective defendant corporate
19 employers, and the officers and management-level employees of said corporate employers. In
20 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
21 their said employees, agents, and representatives, and each of them; and upon completion of the
22 said employees, agents, and representatives, and each of them; and upon completion of the
23 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
24 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
25 acquiesced, authorized, and approved of each and all of the said acts and conduct of the
26 aforementioned corporate employees, agents and representatives.

27 20. Based on information and belief, all named defendants are owned and operated by the same
28 individuals, with the same policies and procedures, and exercised control over the wages, hours,

1 and working conditions of Plaintiff and all similarly situated hourly employees at the various
2 business establishments throughout California so as to create a joint employer relationship.

3 21. The true names and capacities, whether individual, corporate, associate, or
4 otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to
5 Plaintiff, who therefore sue defendants by such fictitious names under Code of Civil Procedure
6 section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the
7 defendants designated herein as DOE is legally responsible in some manner for the unlawful acts
8 referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true
9 names and capacities of the defendants designated hereinafter as DOES when such identities
10 become known.

11 22. Plaintiff is informed and believes, and based thereon alleges, that each defendant
12 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a
13 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each joint
14 defendant are legally attributable to the other defendants.

15 23. Plaintiff is informed and believes, and based thereon alleges, that there exists such
16 a unity of interest and ownership between Defendants, and each of them, that their individuality
17 and separateness have ceased to exist.

18 24. Plaintiff is informed and believes, and based thereon alleges that despite the
19 formation of the purported corporate existence of the named Defendants, and DOES 1 through 30,
20 inclusive (the "Alter Ego Defendants"), they, and each of them, are one and the same with DOES 31
21 through 100 ("Individual Defendants"), and each of them, due to, but not limited to, the following
22 reasons:

23 a. The Alter Ego Defendants are completely dominated and controlled by the
24 Individual Defendants, or some of them, who personally committed the wrongful and illegal acts
25 and violated the laws as set forth in this Complaint, and who has hidden and currently hide behind
26 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some other
27 wrongful or inequitable purpose;

28 b. The Individual Defendants derive actual and significant monetary benefits by and

1 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
2 the funding source for the Individual Defendants' own personal expenditures;

3 c. Plaintiffs are informed and believes and thereon alleges that the Individual
4 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to
5 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a
6 statute, or accomplishing some other wrongful or inequitable purpose;

7 d. Plaintiff is informed and believes and thereon alleges that the business affairs of the
8 Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
9 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the
10 same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
11 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the
12 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all
13 relevant times mentioned herein were, the alter egos of the Individual Defendants;

14 e. The recognition of the separate existence of the Individual Defendants and the Alter
15 Ego Defendants would promote injustice insofar that it would permit defendants to insulate
16 themselves from liability to Plaintiff for violations of the California Government Code, Civil
17 Code, Labor Code, and other statutory violations. The corporate existence of these defendants
18 should thus be disregarded in equity and for the ends of justice because such disregard is necessary
19 to avoid fraud and injustice to Plaintiff, and all other similarly situated employees, herein;

20 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
21 Defendants (and vice versa), and the fiction of their separate corporate existence must be
22 disregarded;

23 g. As a result of the aforementioned facts, among others, Plaintiffs are informed and
24 believes, and based thereon alleges that the Individual Defendants, the Alter Ego Defendants, and
25 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an
26 employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed
27 services for each and every defendant, and to the mutual benefit of all defendants, and all
28 defendants shared control of Plaintiff and all other similarly situated employees, either directly or

1 indirectly, and in the manner in which defendants' business was and is conducted.

2 25. As such, Defendants, and each of them, are either solely, and/or jointly and
3 severally, liable for the damages alleged in Plaintiff's operative complaint.

4 **JURISDICTION**

5 26. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
6 of Civil Procedure section 410.10.

7 27. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure
8 sections 395, et seq. because, among other things, Defendants committed the wrongful conduct
9 herein alleged in this County against Plaintiff and the purported California class. Finally, venue is
10 proper in Los Angeles County as the unlawful acts alleged herein have a direct effect on the
11 purported California class within Los Angeles County and the State of California, and because
12 Defendants employ numerous Class Members in Los Angeles County. Further, CARDINAL
13 PAUL'S principal place of business is located in Los Angeles County.

14 **FACTUAL BACKGROUND**

15 28. Plaintiff and other similarly situated employees have not been paid, during the
16 relevant liability periods, wages for all time worked, including overtime wages, as a result of,
17 including but not limited to, failing to pay overtime wages to Plaintiff and other non-exempt
18 employees in the State of California in violation of California state wage and hour laws as a result
19 of, without limitation, Plaintiff and similarly situated employees working over eight (8) hours per
20 day, forty (40) hours per week or seven (7) consecutive work days in a work week without being
21 properly compensated for the hours worked in excess of (8) hours per day, forty (40) hours per
22 week, or seven (7) consecutive work days in a workweek at the proper overtime rate of pay.
23 Specifically, among other things, Defendants had a policy or practice of failing to accurately track
24 and/or pay for all hours actually worked; engaging, suffering, or permitting employees to work off
25 the clock (including by requiring employees to work after clocking out and offsite work); failing to
26 pay overtime hours at the proper overtime rate of pay, including, without limitation, by paying
27 overtime hours at the improper rate(s) of pay and/or recharacterizing overtime hours worked to
28 appear that they worked at a different time or pay period; by failing to pay for reporting time pay;

1 and/or by manipulating or editing time records to show lesser hours than actually worked during the
2 pay period.

3 29. Plaintiff and other similarly situated employees have not been paid during the
4 relevant liability periods, minimum wages for all regular hours worked, as a result of, among other
5 things, Defendants failing to accurately track and/or pay for all hours actually worked; engaging,
6 suffering, or permitting employees to work off the clock; failing to pay for reporting time
7 pay; and/or by manipulating or editing time records to show lesser hours than actually worked
8 during the pay period.

9 30. Defendants have had a consistent policy or practice of failing during the relevant
10 liability periods, Plaintiff and similarly situated employees or former employees within the State
11 of California a thirty (30) minute, uninterrupted, and timely meal period for days on which the
12 employees worked more than five (5) hours in a workday; a second thirty (30) minute,
13 uninterrupted, and timely meal periods for days on which employees worked in excess of ten (10)
14 hours in a workday; and/or compensation for such unprovided meal periods as required by
15 California wage and hour laws.

16 31. Defendants have had a consistent policy or practice of failing to provide Plaintiff
17 and similarly situated employees or former employees within the State of California rest periods
18 of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to
19 provide compensation for such unprovided rest periods as required by California wage and hour
20 laws.

21 32. At the time Plaintiff's employment and the employment of other former employees
22 of Defendants ended, Defendants willfully failed to pay overtime and minimum wages at the
23 proper rate and failed to pay one hour of wages in lieu of each non-compliant meal and/or rest
24 period, among other things.

25 33. Defendants have failed to comply with Labor Code section 226, subdivision (a) by
26 not providing itemized wage statements accurately showing, including but not limited to, gross
27 wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during
28 the pay period and the corresponding number of hours worked at each hourly rate; the legal name

1 and address of the employer; and other such information as required by Labor Code section 226,
2 subdivision (a).

3 34. Defendants have failed, during the relevant liability periods, to comply with Labor
4 Code section 226, subdivision (c) by failing to, upon written request to inspect or receive copies of
5 records pursuant to Labor Code section 226, subdivision (b), pertaining to a current or former
6 employee, complying with the request within 21 days from the date thereof, in connection with
7 Plaintiff and all others similarly situated.

8 35. Defendants have failed to comply, during the relevant liability periods, with Labor Code
9 section 1198.5 by failing to make the contents of personnel records that the employer maintains
10 relating to the employee's performance or to any grievance concerning the employee available for
11 inspection within 30 calendar days from the date of a written request, as required by Labor Code
12 section 1198.5.

13 36. Defendants have failed to reimburse Plaintiff and similarly situated employees,
14 during the relevant liability periods, as required under Labor Code section 2802 for business
15 expenses in furtherance of their work duties, including but not limited to work uniforms, in
16 violation of, among other authorities, Labor Code section 2802.

17 37. Plaintiff and other similarly situated employees or former employees at all times
18 pertinent hereto were not exempt from the payment of overtime wages, minimum wages, payment
19 of premium wages for missed rest periods, waiting time penalties, wage statement penalties, being
20 permitted to inspect documents requested by employees under Labor Code sections 226 and
21 1198.5, reimbursement for expenses incurred in furtherance of job duties, being paid all gratuities
22 left to them without sharing them with Defendants or their agents, and other such provisions of
23 California law, and the implementing rules and regulations of the IWC California Wage Orders.

24 **CLASS ACTION ALLEGATIONS**

25 38. Plaintiff brings this action on behalf of herself and all others similarly situated, as a
26 class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of
27 all current and former non-exempt employees of Defendants within the State of California at any
28 time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that

1 notice of the class action is provided to the class (collectively referred to as "Class Members").

2 39. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision
3 (b) to amend or modify the class description with greater specificity or further division into
4 subclasses or limitation to particular issues.

5 40. This action has been brought and may properly be maintained as a class action
6 under the provisions of Code of Civil Procedure section 382 because there is a well-defined
7 community of interest in the litigation and the proposed Class is easily ascertainable.

8 A. **Numerosity**

9 41. The potential Class Members as defined are so numerous that joinder of all the
10 members of the Class is impracticable. While the precise number of Class Members has not been
11 determined yet, Plaintiff is informed and believes that there are over one hundred (100) Class
12 Members employed by Defendants within the State of California.

13 42. Accounting for employee turnover during the relevant periods necessarily increases
14 this number substantially. Plaintiff alleges Defendants' employment records would provide
15 information as to the number and location of all Class Members. Joinder of all members of the
16 proposed Class is not practicable.

17 B. **Commonality**

18 43. There are questions of law and fact common to Class Members. These common
19 questions include, but are not limited to:

20 (a) Did Defendants violate Labor Code sections 510, 1194, and 1197
21 by failing to adequately track, and therefore adequately pay,
22 wages for time worked by Class Members?

23 (b) Did Defendants violate Labor Code sections 510, 1194, and 1197
24 by editing and/or manipulating Class Members' time entries to
25 show lesser hours than actually worked during a pay period?

26 (c) Did Defendants violate Labor Code sections 510, 1194 and 1197
27 by recharacterizing overtime hours worked to appear that they
28 worked at a different time or pay period to avoid payment of

overtime wages?

(d) Did Defendants violate Labor Code sections 510, 1194, and 1197 by requiring that employees work off-the-clock?

(e) Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to provide reporting time pay?

(f) Did Defendants violate Labor Code sections 510, 1194, and 1197 by failing to pay employees for all hours worked during training?

(g) Are Class Members entitled to liquidated damages under Labor Code section 1194.2 for Defendants' failure to pay minimum wages for all hours worked?

(h) Did Defendants violate Labor Code section 512 by not providing Class Members with compliant meal periods?

(i) Did Defendants violate Labor Code section 226. 7 by not providing Class Members with additional wages for missed or interrupted meal periods?

(j) Did Defendants violate Labor Code section 512 by not providing Class Members with rest periods?

(k) Did Defendants violate Labor Code section 226. 7 by not providing Class Members with additional wages for missed or interrupted rest periods?

(l) Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?

(m) Are Defendants liable to Class Members for penalty wages under Labor Code section 203?

(n) Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?

(o) Did Defendants violate Labor Code section 226, subdivision (c)

1 by not timely providing Class Members with (or permitting them
2 to inspect) a complete set of the documents described in Labor
3 Code section 226, subdivision (b) upon request?

4 (p) Are Defendants liable to Class Members for penalties under Labor
5 Code section 226, subdivision (f)?

6 (q) Did Defendants violate Labor Code section 1198.5 by not
7 providing Class Members with timely and complete personnel
8 records described under Labor Code section 1198.5, subdivision
9 (a) upon request?

10 (r) Are Defendants liable to Class Members for penalties under Labor
11 Code section 1198.5, subdivision (k)?

12 (s) Did Defendants violate Labor Code section 2802 by not
13 reimbursing for business expenses?

14 (t) Did Defendants violate the Unfair Competition Law, Business and
15 Professions Code section 17200, et seq., by their unlawful
16 practices as alleged herein?

17 (u) Are Class Members entitled to restitution of wages under
18 Business and Professions Code section 17203?

19 (v) Did Defendants properly pay sick time pay under the Labor
20 Code?

21 (w) Are Class Members entitled to costs and attorneys' fees?

22 **C. Typicality**

23 44. The claims of Plaintiff herein alleged are typical of those claims which could be
24 alleged by any Class members, and the relief sought is typical of the relief which would be sought
25 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
26 damages arising out of and caused by Defendants' common course of conduct in violation of laws
27 and regulations that have the force and effect of law and statutes as alleged herein.
28

D. Adequacy of Representation

45. Plaintiff will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

46. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' illegal policy and/or practices, including, without limitation, failing to pay overtime wages, minimum wages; failing to provide meal and rest breaks or compensation in lieu thereof; failing to provide accurate wage statements; failing to pay all wages due upon termination and/or resignation; failing to timely permit inspection of complete records under Labor Code sections 226 and 1198.5; failing to reimburse employees for expenses incurred in furtherance of job duties; and failing to pay over all gratuities left for Class Members to those Class Members.

47. Class action treatment will allow those similarly situated to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

PAGA ALLEGATIONS

48. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. ("PAGA"), against Defendants, and any of their respective subsidiaries or affiliated companies within the State of California, and individual owners, as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 2802, restraints

1 on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants
2 working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

3 49. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil
4 Procedure section 410.10. Venue is proper in Los Angeles County, California, pursuant to Code of
5 Civil Procedure sections 392, et seq. because, among other things, Los Angeles county is where the
6 causes of action complained of herein arose and the county in which the employment relationship
7 began.

8 50. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by Defendants
9 during the applicable statutory period and suffered one or more of the Labor Code violations set
10 forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil penalty” is
11 defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private
12 Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
13 reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former
14 employees of Defendants during the Civil Penalty Period.

15 51. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative action
16 permitted by PAGA and the California Supreme Court. Class certification of the PAGA allegations
17 described herein is not required.

18 52. During the period beginning one (1) year preceding the provision of notice to the LWDA
19 regarding the herein-described Labor Code violations (the “Civil Penalty Period”), Defendants
20 violated, inter alia, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3,
21 232, 232.5, 246, et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5,
22 1198.5, 2699, 2802, and 2810.5, among others.

23 53. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as
24 Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees within the
25 statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
26 specified in Labor Code section 2699.3.

27 54. On or around November 25, 2024, Plaintiff provided written notice pursuant to Labor Code
28 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation

1 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
2 by certified mail, with return receipt requested, to Defendants and each of them.

3 55. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide
4 notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar
5 days of the postmarked date of the herein-described notice sent by Plaintiff to the LWDA and
6 Defendants.

7 **PAGA REPRESENTATIVE ALLEGATIONS**

8 56. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to
9 pay overtime wages to Plaintiffs and other non-exempt employees in the State of California in
10 violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and
11 similarly situated employees routinely working over eight (8) hours per day, forty (40) hours per
12 week, and seven consecutive work days on a work week without being properly compensated for
13 hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week,
14 and/or hours worked on the seventh consecutive work day in a work week by, among other things,
15 failing to accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting
16 employees to work off the clock, failing to pay overtime hours at the proper overtime rate of pay,
17 including, without limitation, by paying overtime hours at the improper rate(s) of pay and/or
18 recharacterizing overtime hours worked to appear that they worked at a different time or pay period;
19 by failing to pay the proper overtime rate; by failing to pay for reporting time pay; and/or by
20 manipulating or editing time records to show lesser hours than actually worked during the pay period,
21 to the detriment of Plaintiffs and other aggrieved employees.

22 57. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to
23 pay minimum wages to Plaintiffs and other non-exempt employees in the State of California in
24 violation of California state wage and hour laws as a result of, among other things, Defendants failing
25 to accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting
26 employees to work off the clock; failing to pay for reporting time pay; and/or by manipulating or
27 editing time records to show lesser hours than actually worked during the pay period, to the detriment
28 of Plaintiffs and other similarly situated employees.

1 58. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to
2 provide Plaintiffs and other similarly situated employees or former employees within the State of
3 California a thirty (30) minute, uninterrupted meal period for days on which the employees worked
4 more than five (5) hours in a work day, and a second thirty (30) minute uninterrupted meal period for
5 days on which employees worked in excess of ten (10) hours in a work day, and failing to provide
6 compensation for such unprovided meal periods as required by California wage and hour laws.

7 59. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to
8 provide Plaintiff and similarly situated employees or former employees within the State of California
9 rest periods of at least ten(10) minutes per four (4) hours worked or major fraction thereof and failing
10 to provide compensation for such unprovided rest periods as required by California wage and hour
11 laws.

12 60. At all relevant times mentioned herein, Defendants failed to pay Plaintiff and other similarly
13 situated employees the full amount of their wages owed to them upon termination and/or resignation
14 as required by Labor Code sections 201 and 202 as a result of their failure to pay overtime wages as
15 herein mentioned.

16 61. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to
17 furnish Plaintiffs and similarly situated employees within the State of California with itemized wage
18 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
19 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
20 at each hourly rate; the name and address of the legal entity that is the employer; and other such
21 information as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants
22 have further failed to furnish employees with an accurate calculation of gross and gross wages earned,
23 as well as gross and net wages paid.

24 62. At all relevant times mentioned herein, Defendants had and have a policy or practice of, upon
25 written request to inspect or receive copies of records pursuant to Labor Code section 226, subdivision
26 (b), pertaining to a current or former employee, complying with the request within 21 days from the
27 date thereof.

63. At all relevant times mentioned herein, Defendants had and have a policy or practice of making the contents of personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee available for inspection within 30 calendar days from the date of a written request, as required by Labor Code section 1198.5.

64. At all relevant times mentioned herein, Defendants have had a consistent policy of failing to indemnify Plaintiffs and other similarly situated employees or former employees within the State of California for business expenses incurred in furtherance of their work duties, in violation of, among other authorities, Labor Code section 2802.

65. Plaintiffs, on behalf of themselves, and all other aggrieved employees, seeks civil penalties under, but not limited to, Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699, for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved Employees pursuant to PAGA.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages - Against All Defendants)

66. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereto.

67. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

68. At all times relevant to this Complaint, Labor Code section 510 further provided that "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay."

69. At all times mentioned, Plaintiff and Class Members, worked for Defendants during shifts

1 that consisted of more than eight (8) hours in a workday and/or more than forty hours in a
2 workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime
3 wages for all hours worked as a result of, including but not limited to, failing to accurately track
4 and/or pay for all hours actually worked; engaging, suffering, or permitting employees to work off
5 the clock, failing to pay overtime hours at the proper overtime rate of pay, including, without
6 limitation, by paying overtime hours at the improper rate(s) of pay and/or recharacterizing overtime
7 hours worked to appear that they worked at a different time or pay period; by failing to pay for
8 reporting time pay; and/or by manipulating or editing time records to show lesser hours than
9 actually worked during the pay period, by Plaintiffs and other similarly situated employees in the
10 State of California.

11 70. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8) hours
12 per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly
13 compensating overtime wages at the proper overtime rate of pay, Defendants willfully violated the
14 provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders,
15 and California law.

16 71. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
17 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery
18 of such amounts, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor
19 Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code
20 section 3287.

21 **SECOND CAUSE OF ACTION**

22 **(Failure to Pay Minimum Wages-Against All Defendants)**

23 72. Plaintiff realleges and incorporates by reference all of the allegations contained in the
24 preceding paragraphs of this Complaint as though fully set forth hereto.

25 73. At all relevant times, Plaintiff and Class Members were employees of Defendants covered
26 by Labor Code section 1197 and applicable Wage Orders.

27 74. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
28 Members were entitled to receive minimum wages for all hours worked or otherwise under

Defendants' control.

75. Defendants failed to pay Plaintiff and Class Members minimum wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked; engaging, suffering, or permitting employees to work off the clock (including by requiring employees to be on-call and failing to pay for all hours worked during training); failing to pay for reporting time pay; and/or by manipulating or editing time records to show lesser hours than actually worked during the pay period by Plaintiff and other similarly situated employees in the State of California.

76. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all minutes worked or otherwise due.

77. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods - Against All Defendants)

78. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereto.

79. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

80. Pursuant to Labor Code section 226. 7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of

1 compensation for each workday that the meal period is not provided.

2 81. Plaintiff and Class Members were during the relevant time period, not provided
3 with requisite uninterrupted meal periods as contemplated under the law.

4 82. By their failure to provide Plaintiff and Class Members with the meal periods
5 contemplated by Labor Code section 512, among other California authorities, and failing to provide
6 compensation for such unprovided meal periods, as alleged above, Defendants willfully
7 violated the provisions of Labor Code section 512 and applicable Wage Orders.

8 83. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
9 damages in an amount, subject to proof, to the extent they were not paid additional pay owed for
10 missed, untimely, interrupted and/or incomplete meal periods.

11 84. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
12 additional pay for missed meal periods, in amounts to be determined at trial, and are entitled to
13 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under
14 Labor Code sections 226 and 226. 7, Code of Civil Procedure sections 1021.5 and 1032, and Civil
15 Code section 3287.

16 **FOURTH CAUSE OF ACTION**

17 **(Failure to Provide Rest Periods - Against All Defendants)**

18 85. Plaintiff realleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs of this Complaint as though fully set forth hereto.

20 86. California law and applicable Wage Orders require that employers "authorize and
21 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
22 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
23 half (3 1/2) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
24 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
25 of paid rest period, and employees who work shifts of more than ten (10) hours must be
26 provided thirty (30) minutes of paid rest period.

27 87. Pursuant to Labor Code section 226. 7, if an employer fails to provide an employee with a
28 meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare

Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

88. By their failure to provide Plaintiff and Class Members with the rest periods contemplated by California law, and failure to provide compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

89. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed rest periods.

90. Pursuant to Labor Code section 226.7, Code of Civil Procedure section 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of their premium pay for unprovided rest periods, interest and penalties thereon, and costs of suit.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination -Against All Defendants)

91. Plaintiff realleges and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereto.

92. At all relevant times, Plaintiff and Class Members were employees of Defendants covered by Labor Code sections 201 and 202.

93. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours' previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

94. Plaintiff is informed and believes, and based thereon alleges, that Defendants, due to the failure to provide overtime and minimum wages mentioned above, failed to pay Plaintiff and Class Members all wages earned and unpaid, including overtime wages and minimum wages, prior to

1 resignation or termination in accordance with Labor Code sections 201 or 202.

2 95. Defendants' failure to pay Plaintiff and Class Members all wages earned prior to termination
3 in accordance with Labor Code sections 201 and 202 was willful. Defendants had the
4 ability to pay all wages earned by Plaintiff and Class Members at the time of termination in
5 accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices
6 incompatible with the requirements of Labor Code sections 201 and 202.

7 96. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members are entitled to all
8 wages earned prior to termination that Defendants failed to pay them.

9 97. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to penalty
10 wages from the date their earned and unpaid wages were due, upon termination, until paid, up to a
11 maximum of thirty (30) days.

12 98. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
13 damages in an amount subject to proof, to the extent they were not paid for all wages earned prior
14 to termination.

15 99. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
16 damages in an amount subject to proof, to the extent they were not paid all penalty wages
17 owed under Labor Code section 203.

18 100. Pursuant to Labor Code sections 203, 218 and 218.5, Code of Civil Procedure sections
19 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
20 the full amount of their unpaid wages, and penalty wages under Labor Code section 203, reasonable
21 attorneys' fees on their unpaid wages, and costs of suit.

22 101. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and
23 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
24 waiting time penalties, interest, and other costs of suit on the waiting time penalties, as well.

25 **SIXTH CAUSE OF ACTION**

26 **(Failure to Provide Accurate Wage Statements -Against All Defendants)**

27 102. Plaintiff realleges and incorporates by reference all of the allegations contained in the
28 preceding paragraphs of this Complaint as though fully set forth hereto.

1 103. At all relevant times, Plaintiff and Class Members were employees of Defendants covered
2 by Labor Code section 226.

3 104. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were
4 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
5 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
6 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
7 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
8 employer.

9 105. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times,
10 Defendants, due to the failure to pay due wages for the reasons described herein, also failed to issue
11 wage statements that accurately set out amounts due to, among other things, gross wages earned;
12 total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period
13 and the corresponding number of hours worked at each hourly rate; and the name and address of the
14 legal entity that is the employer.

15 106. Thus, Defendants failed to provide Plaintiff and Class Members accurate itemized
16 wage statements in accordance with Labor Code section 226, subdivision (a).

17 107. Defendants' failure to provide Plaintiff and Class Members with accurate wage statements
18 was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and Class
19 Members with accurate wage statements, but willfully provided wage statements that Defendants
20 knew were not accurate.

21 108. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
22 injury. The absence of accurate information on their wage statements has delayed timely challenge
23 to Defendants' unlawful pay practices; requires discovery and mathematical computations to
24 determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct
25 time and pay records; and led to submission of inaccurate information about wages and amounts
26 deducted from wages to state and federal governmental agencies.

27 109. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
28 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor

Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

110. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Violation of Labor Code Section 226(c) - Against All Defendants)

111. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

112. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226.

113. At all relevant times, under Labor Code section 226, subdivision (a), all deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

114. At all relevant times, under Labor Code section 226, subdivision (b), an employer required to keep information required by Labor Code section 226, subdivision (a) must afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer.

115. At all relevant times, under Labor Code section 226, subdivision (c), an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employees must comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

116. At all relevant times, under Labor Code section 226, subdivision (f), an employer who fails to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles the current or former employee to recover a seven- hundred-fifty-

1 dollar (\$750) penalty from the employer.

2 117. Defendants violated Labor Code section 226 by failing to timely permit Plaintiff and Class
3 Members to inspect or records described in Labor Code section 226, subdivision (b) that
4 Defendants were required to maintain under subsection (a) upon reasonable request. Moreover,
5 Plaintiff is informed and believes, and thereon alleges, that at all relevant times within the
6 applicable limitations period, Defendants maintained a policy or practice of failing to timely permit
7 current or former employees inspect or copy their complete personnel records.

8 118. As a result of Defendants' conduct, Plaintiff and Class Members did not receive documents
9 to which they were entitled under Labor Code section 226, subdivision (b) and thus were not able to
10 fully assess potential Labor Code and/or common law violations pertaining to unpaid wages by
11 Defendants against Plaintiff and Class Members while applicable statutes of limitations continue to
12 run, resulting in irreparable injuries without adequate remedies at law. Additionally, Plaintiff and
13 Class Members bear the risk of being irreparably injured should the documents and records
14 responsive to Labor Code section 226, subdivision (b) be lost and/or destroyed.

15 119. Pursuant to Labor Code sections 226, subdivisions (f) and (g), Code of Civil Procedure
16 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
17 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees
18 and costs of suit.

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of Labor Code section 1198.5 -Against All Defendants)**

21 120. Plaintiff realleges and incorporates by reference all of the allegations contained in the
22 preceding paragraphs of this Complaint as though fully set forth herein.

23 121. At all relevant times, Plaintiff and Class Members were employees or former
24 employees of Defendants covered by Labor Code section 1198.5.

25 122. Pursuant to Labor Code section 1198.5, "every current and former employee ... has the right
26 to inspect and receive a copy of the personnel records that the employer maintains relating to the
27 employee's performance or to any grievance concerning the employee."

28 123. Defendants were required to maintain a copy of each employee's personnel records for a

1 period of not less than three (3) years after termination of employment and make the contents of
2 those personnel records available for inspection no later than thirty (30) calendar days from the date
3 the employer received a written request.

4 124. Defendants violated Labor Code section 1198.5 by failing to timely permit Plaintiff and
5 Class Members to inspect and/or receive copies of such documents. Moreover, Plaintiff is
6 informed and believes, and thereon alleges, that at all relevant times within the applicable
7 limitations period, Defendants maintained a policy or practice of failing to timely permit current or
8 former employees inspect or copy their complete personnel records.

9 125. As a result of Defendants' conduct, Plaintiff and Class Members did not receive their
10 complete personnel records as contemplated by Labor Code section 1198.5 and were not able to
11 fully assess potential Labor Code and/or common law workplace-based violations by Defendants
12 against Plaintiff and Class Members while applicable statutes of limitations continue to run,
13 resulting in irreparable injuries without adequate remedies at law. Additionally, Plaintiff and Class
14 Members bear the risk of being irreparably injured should the documents and records responsive to
15 Labor Code section 1198.5 be lost and/or destroyed.

16 126. Pursuant to Labor Code section 1198.5, Plaintiff and Class Members are entitled to a
17 statutory \$750 penalty each from Defendants and injunctive relief to obtain compliance with this
18 section, as well as costs of suit and reasonable attorney's fees.

19 **NINTH CAUSE OF ACTION**

20 **(Violation of Labor Code § 2802 - Against All Defendants)**

21 127. Plaintiff realleges and incorporates by reference all of the allegations contained in the
22 preceding paragraphs of this Complaint as though full set forth herein.

23 128. At all relevant times, Plaintiff and Class Members were employees of Defendants
24 covered by Labor Code section 2802.

25 129. California Labor Code section 2802, subdivision (a) provides that "an employer shall
26 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
27 direct consequence of the discharge of his or her duties "

28 130. At all relevant times, Defendants failed and refused, and still fail and refuse, to reimburse

1 Plaintiffs and Class Members for the costs incurred, including but not limited to, supplies and
2 expenses required to perform their job duties.

3 131. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered
4 damages in an amount subject to proof, to the extent they were not reimbursed for costs incurred in
5 furtherance of their work duties for Defendants.

6 132. Pursuant to Labor Code section 2802, Code of Civil Procedure section 1032, and Civil Code
7 section 3287, Plaintiff and Class Members are entitled to recover actual costs incurred, reasonable
8 attorney's fees and costs of suit.

9 **TENTH CAUSE OF ACTION**

10 **(Unfair Competition - Against All Defendants)**

11 133. Plaintiff realleges and incorporates by reference all of the allegations contained in the
12 preceding paragraphs of this Complaint as though fully set forth hereto.

13 134. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the
14 meaning of Business and Professions Code section 17200. Due to their unlawful business practices
15 in violation of the Labor Code, Defendants have gained a competitive advantage over other
16 comparable companies doing business in the State of California that comply with their obligations
17 to compensate employees in accordance with the Labor Code.

18 135. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class Members
19 have suffered injury in fact and lost money or property. Plaintiff and Class Members have been
20 deprived of overtime compensation; minimum wage compensation; provision of meal breaks or
21 compensation in lieu thereof; provision of rest breaks or compensation in lieu thereof; provision of
22 all wages upon termination or resignation; from being provided with accurate wage statements;
23 inspection of complete sets of documents to which they are entitled under Labor Code sections 226
24 and 1198.5; reimbursement for costs incurred in furtherance of job duties; and from receipt of
25 gratuities left to them, among other things.

26 136. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members are
27 entitled to restitution of all wages and other monies owed to them under the Labor Code, including
28 interest thereon, in which they had a property interest and which Defendants nevertheless failed to

1 pay them and instead withheld and retained for themselves. Restitution of the money owed to
2 Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
3 by their failure to comply with the Labor Code.

4 137. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
5 section 1032 and interest under Civil Code section 3287.

6 **ELEVENTH CAUSE OF ACTION**

7 **(Civil Penalties Under Labor Code Section 2699 (PAGA))**

8 **(Against All Defendants and Does 1-30)**

9 138. Plaintiff re-alleges and incorporates by reference into this cause of action all allegations set
10 forth above.

11 139. Plaintiff is an aggrieved employee under the Private Attorneys General Act (“PAGA”), as she
12 suffered one or more Labor Code violations set forth in this Complaint and identified in Labor Code
13 section 2699.5. She brings this claim on behalf of herself and other workers working for Defendants
14 to recover civil penalties provided by PAGA and reasonable attorneys’ fees and costs.

15 140. Defendants committed against aggrieved employees violations of the Labor Code, including
16 but not limited to violations of Sections 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3,
17 246, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1, 1198.5, 1199, 2802, and 2699, among others.
18 Further, Defendants committed violations of Labor Code section 1102.5 against Plaintiff, as alleged
19 above. Section 1102.5(c) provides that “an employer, or any person acting on behalf of the employer,
20 shall not retaliate against an employee for refusing to participate in an activity that would result in a
21 violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal
22 rule or regulation.” Moreover, Labor Code section 1102.5(d) provides that “an employer, or any
23 person acting on behalf of the employer, shall not retaliate against an employee for having exercised
24 their rights under subdivision (a), (b), or (c) in any former employment.”

25 141. On or about November 25, 2024, Plaintiff filed a claim with the Labor and Workforce
26 Development Agency (“LWDA”) and provided proper notice by certified mail to the LWDA and
27 Defendants in accordance with Labor Code section 2699.3 (the “PAGA Notice”). Over 65 calendar
28

1 days have elapsed since the postmark date of the PAGA Notice, and Plaintiff has not received a notice
2 from the LWDA of the LWDA's intention to investigate Defendants' alleged violations.

3 142. As a result of the above violations, Plaintiff seeks all civil penalties owed, reasonable
4 attorneys' fees, and costs of suit.

5
6 **PRAYER FOR RELIEF**

7 WHEREFORE, on behalf of themselves and all others similarly situated, Plaintiffs pray for
8 judgment against Defendants as follows:

- 9 a. An order certifying this case as a Class Action;
- 10 b. An Order appointing Plaintiff as Class Representatives and appointing Plaintiff's
11 counsel as class counsel;
- 12 c. Damages for all wages earned and owed, including minimum and overtime wages
13 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
- 14 d. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 15 e. Damages for unpaid premium wages from missed meal and rest periods under,
16 among other Labor Code sections, 512, 558.1, and 226.7;
- 17 f. Damages for unpaid premium wages from missed meal and rest periods under,
18 among other Labor Code sections, 512, 558.1, and 226.7;
- 19 g. Waiting time penalties under Labor Code sections 203 and 558.1;
- 20 h. Penalties for failure to timely permit inspection of documents under Labor Code
21 sections 226, 1198.5 and 558.1;
- 22 i. Reimbursement for costs incurred in furtherance of work duties under Labor Code
23 sections 558.1 and 2802;
- 24 j. Preliminary and permanent injunctions prohibiting Defendants from further
25 violating the California Labor Code and requiring the establishment of appropriate
26 and effective means to prevent future violations;
- 27 k. Restitution of wages and benefits due which were acquired by means of any unfair
28 business practice, according to proof;

- l. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- m. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- n. That Defendant and Does 1-30 are found to have violated the FEHA and California Government Code section 12940 et seq. as to Plaintiff;
- o. For general damages in a sum according to proof;
- p. For special damages in a sum according to proof;
- q. For compensatory damages;
- r. An award of reasonable attorneys' fees and costs to the extent permitted by law under California Government Code § 12965(b), Fair Employment Housing Act and any other relevant provision under California law that provides for attorneys' fees;
- s. For punitive and exemplary damages;
- t. For civil penalties under PAGA;
- u. For costs of suit incurred herein; and
- v. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury for all causes of action alleged.

DATED: February 4, 2025

ROBINSON DI LANDO
A Professional Law Corporation

By: _____



Michael C. Robinson
Orion Robinson
William Boyd

Attorneys for Plaintiffs