

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Alexander J. Aroeste, Esq. (SBN 332653)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
aaroeste@lelawfirm.com

Attorneys for Plaintiff CHANDRA BLOUNT,
on behalf of herself and others similarly situated

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

CHANDRA BLOUNT, on behalf of herself and
others similarly situated

Plaintiff,

vs.

CITRIN COOPERMAN ADVISORS LLC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 24STCV34401

CLASS ACTION

**PLAINTIFF CHANDRA BLOUNT'S
FIRST AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED AND/OR FAILURE TO PAY OVERTIME WAGES AT THE PROPER OVERTIME RATE OF PAY IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
- 4. FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**

FILED
Superior Court of California
County of Los Angeles
03/20/2026

David W. Slayton, Executive Officer / Clerk of Court

By: S. Soto Deputy

5. **FAILURE TO GIVE REQUIRED WRITTEN NOTICE OF MASS LAYOFF, IN VIOLATION OF LABOR CODE § 1400, ET SEQ.**
6. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
7. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
8. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**
9. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTIONS 2698, ET SEQ.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff CHANDRA BLOUNT (“Plaintiff”), who alleges and complains on information and belief except as to those allegations relating to Plaintiff herself which are asserted on personal knowledge, against Defendants CITRIN COOPERMAN ADVISORS LLC; and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; back pay for failure to give written notice of mass layoffs; statutory penalties for failure to provide accurate wage statements; statutory waiting time

1 penalties in the form of continuation wages for failure to timely pay employees all wages due upon
2 separation of employment; injunctive relief and other equitable relief; reasonable attorneys' fees
3 pursuant to Labor Code sections 218.5, 226(e) and 1194; costs; and interest brought on behalf of
4 Plaintiff and others similarly situated.

5 2. This is also a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
6 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, herself
7 and other current and former aggrieved employees of Defendants who worked as hourly non-
8 exempt employees in California during the relevant time period seeking civil penalties associated
9 with Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all
10 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
11 to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally
12 required and/or compliant meal periods or pay meal period premium wages; failure to authorize
13 or permit all legally required and/or compliant rest periods or pay rest period premium wages;
14 indemnification for all necessary expenditures or losses incurred by employees in direct
15 consequence of discharging their duties; back pay for failure to give written notice of mass
16 layoffs; statutory penalties for failure to timely pay earned wages during employment; statutory
17 penalties for failure to provide accurate wage statements; statutory waiting time penalties in the
18 form of continuation wages for failure to timely pay employees all wages due upon separation of
19 employment. Plaintiff seeks on a representative basis, following notice to the Labor and
20 Workforce Development Agency, civil penalties, reasonable attorneys’ fees pursuant to Labor
21 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
22 others aggrieved.

23 **II. JURISDICTION AND VENUE**

24 3. This Court has jurisdiction over Plaintiff’s and putative class members’ claims for
25 failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the
26 overtime rate of pay; failure to pay overtime wages at the proper overtime rate of pay; failure to
27 authorize or permit all legally required and/or compliant meal periods or pay meal period
28 premium wages; indemnification for all necessary expenditures or losses incurred by employees in

1 direct consequence of discharging their duties; back pay for failure to give written notice of mass
2 layoffs; statutory penalties for failure to provide accurate wage statements; statutory waiting time
3 penalties in the form of continuation wages for failure to timely pay employees all wages due upon
4 separation of employment; and claims for injunctive relief and restitution under California
5 Business and Professions Code sections 17200, *et seq.*, for the following reasons: Defendants
6 operate throughout California; Defendants employed Plaintiff and putative class members in
7 locations throughout California, including but not limited to Los Angeles County, at 11400 West
8 Olympic Blvd Suite 350. Los Angeles, CA 90064, more than two-thirds of putative class members
9 are California citizens; the principal violations of California law occurred in California; no other
10 class actions have been filed against Defendants in the last four (4) years alleging wage and hour
11 violations; the conduct of Defendants forms a significant basis for Plaintiff's and putative class
12 members' claims; and Plaintiff and putative class members seek significant relief from
13 Defendants.

14 4. This court also has jurisdiction over the claims of Plaintiff and all other current and
15 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
16 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
17 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
18 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
19 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
20 aggrieved California-based hourly non-exempt employees occurred in locations throughout
21 California, including but not limited to Los Angeles County, at 11400 West Olympic Blvd, Suite
22 350, Los Angeles, CA 90064.

23 5. In response to the COVID-19 pandemic, the Judicial Council of California enacted
24 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
25 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
26 tolled from April 6, 2020, until October 1, 2020.

27 **III. PARTIES**

28 6. Plaintiff brings this action on behalf of herself and other members of the general

1 public similarly situated. The named Plaintiff and the class of persons on whose behalf this action
2 is filed are current, former, and/or future employees of Defendants as direct employees as well as
3 temporary employees employed through temp agencies who work as hourly non-exempt
4 employees. At all times mentioned herein, the currently named Plaintiff is and was a resident of
5 California and was employed by Defendants in the State of California within the four (4) years
6 prior to the filing of the Complaint commencing this action.

7 7. Plaintiff brings this action as a representative of the Labor and Workforce
8 Development Agency on behalf of herself and other current and former employees subject to
9 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
10 filed include current, former and/or future employees of Defendants who work, worked, or will
11 work for Defendants as direct employees as well as temporary employees employed through temp
12 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
13 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
14 employed by Defendants in an hourly position at Defendants' location in Los Angeles from in or
15 around April 13, 2024, until on or about October 24, 2024.

16 8. Defendants employed Plaintiff as an hourly non-exempt employee from in or
17 around April 13, 2024, until on or about October 24, 2024.

18 9. Plaintiff is informed and believes and thereon alleges that Defendants employed her
19 and other hourly non-exempt employees throughout the State of California and therefore their
20 conduct forms a significant basis of the claims asserted in this matter.

21 10. Plaintiff is informed and believes and thereon alleges that Defendant CITRIN
22 COOPERMAN ADVISORS LLC is authorized to do business within the State of California and is
23 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
24 relevant hereto were persons acting on behalf of Defendant CITRIN COOPERMAN ADVISORS
25 LLC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
26 or policies. Defendant CITRIN COOPERMAN ADVISORS LLC operates in Los Angeles County
27 and employed Plaintiff, putative class members, and aggrieved employees in Los Angeles County,
28 including but not limited to, at 11400 West Olympic Blvd Suite 350. Los Angeles, CA 90064.

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

12. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues said Defendants by said fictitious names and will amend this Complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named Defendants is in some manner responsible for the events and allegations set forth in this Complaint.

13. Plaintiff is informed and believes and thereon alleges that at all relevant times, each Defendants was an employer, was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other defendants so as to be liable for their conduct with respect to the matters alleged in this Complaint. Plaintiff is further informed and believe and thereon allege that Defendants acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, Defendants knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants. As used in this Complaint, "Defendants" means "Defendants and each of them," and refers to the Defendants named in the particular cause of action in which the word appears and includes Defendant CITRIN COOPERMAN ADVISORS LLC and DOES 1 to 100, inclusive.

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

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

IV. **DESCRIPTION OF ILLEGAL PAY PRACTICES**

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

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

18. Labor Code sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the Wage Orders.

19. Plaintiff and similarly situated hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and similarly situated employees all wages at the applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) requiring Plaintiff and similarly situated employees to complete off the clock work such as booting up the computer and logging in prior to the start of their shift.

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

20. Plaintiff and similarly situated employees were not paid for this time resulting in

Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly situated employees worked.

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

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

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

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

Labor Code section 510; Wage Order 4, §3.

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

(a) requiring Plaintiff and similarly situated employees to complete off the clock work such as booting up the computer and logging in prior to the start of their shift.

1 (b) “Rounding down” or “shaving down” Plaintiff’s and similarly situated employees’
2 total daily hours at the time of their clock-ins and clock-outs to the nearest quarter of an hour, to
3 the benefit of Defendants.

4 25. Plaintiff and similarly situated employees were not paid for this time.

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

10 27. Furthermore, overtime is based upon an employee’s regular rate of pay. “The
11 regular rate at which an employee is employed shall be deemed to include all remuneration for
12 employment paid to, or on behalf, of the employee.” *See* Division of Labor Standards
13 Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

14 28. In this case, Plaintiff alleges that when she and similarly situated employees earned
15 overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay
16 due to Defendants’ failure to include all remuneration when calculating the overtime rate of pay.
17 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
18 remuneration such as straight time pay for example, when calculating Plaintiff’s and similarly
19 situated employees’ regular rate of pay for the purpose of paying overtime.

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

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

27 31. California law requires an employer to authorize or permit an uninterrupted meal
28 period of no less than thirty (30) minutes no later than the end of the employee’s fifth hour of

1 work and a second meal period no later than the employee's tenth hour of work. Labor Code
2 section 512; Wage Order 4, §11. If the employee is not relieved of all duties during a meal period,
3 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid
4 "on duty" meal period is only permitted when (1) the nature of the work prevents an employee
5 from being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty
6 meal periods. If the employee is not free to leave the work premises or worksite during the meal
7 period, even if the employee is relieved of all other duty during the meal period, the employee is
8 subject to the employer's control and the meal period is counted as time worked. If an employer
9 fails to provide an employee a meal period in accordance with the law, the employer must pay the
10 employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally
11 required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 4,
12 §11.

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

19 (a) Failing to provide Plaintiff and similarly situated employees timely, uninterrupted,
20 duty-free meal breaks of at least 30 minutes for every five hours worked due to missed, late, short
21 and/or on-duty meal breaks.

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

28 34. Finally, on occasions when Defendants paid Plaintiff and similarly situated

1 employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted meal
2 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and similarly
3 situated employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
4 practice, and/or procedure of failing to include all remuneration such as straight time pay for
5 example, when calculating Plaintiff’s and similarly situated employees’ regular rate of pay for the
6 purpose of paying meal period premium wages.

7 35. The aforementioned policies, practices, and/or procedures of Defendants resulted in
8 Plaintiff and similarly situated employees not being provided with all legally required and
9 compliant meal periods and/or not receiving premium wages to compensate them for such
10 instances, all in violation of California law.

11 36. **Failure to indemnify employees for losses and expenditures incurred as part of**
12 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
13 her employee for all necessary expenditures or losses incurred by the employee in direct
14 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
15 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
16 the employer onto the employee. (Labor Code section 2802).

17 37. Defendants employed policies, practices, and/or procedures of impermissibly
18 passing business-related expenses to Plaintiff and similarly situated employees. These policies,
19 practices, and/or procedures included, but were not limited to, requiring Plaintiff and similarly
20 situated employees to use or purchase their own tools and/or resources in order to work for
21 Defendants, including but not limited to :

- 22 (a) cellphone usage for work-related purposes - without reimbursing Plaintiff and
23 similarly situated employees for such use.

24 38. The costs incurred by Plaintiff and similarly situated employees to use or purchase
25 their own tools and/or resources for their mandatory compliance with Defendants’ aforementioned
26 policies, practices, and/or procedures were significant as a result of their employment with
27 Defendants.

28 39. Defendants employed policies and procedures which ensured Plaintiff and similarly

1 situated employees would not receive indemnification for the aforementioned necessary
2 expenditures incurred as a result of their employment with Defendants.

3 40. Defendants' aforementioned policies, practices, and/or procedures resulted in
4 Plaintiff and similarly situated employees not receiving indemnification for employment-related
5 expenditures, in violation of Labor Code section 2802.

6 41. **Failure to Give Written Notice of Mass Layoffs:** California law requires any
7 employer who orders a "mass layoff" to give the laid off employees notice of the impending layoff
8 sixty (60) days before the order "takes effect." California Labor Code section 1400, et seq. ("Cal
9 WARN"), § 1401. An employer who fails to provide proper notice must pay affected employees
10 up to sixty (60) days of average regular rate of compensation or final rate of compensation,
11 whichever is higher, plus civil penalties. (Cal. Lab. Code §§ 1402, 1043.) A "mass layoff" is
12 defined as "a layoff during any 30-day period of 50 or more employees at a covered
13 establishment." (Cal. Lab. Code § 1400(d).)

14 42. Any person may bring a civil action, on their own behalf or on behalf of others
15 similarly situated, in any court of competent jurisdiction to establish liability for failure to give
16 written notice of mass layoffs. (Cal. Lab. Code § 1404.)

17 43. Defendants terminated Plaintiffs and similarly situated employees because of a
18 mass layoff, as defined in the California Labor Code, but maintained policies, practices, and/or
19 procedures which deprived Plaintiffs and similarly situated employees timely written notice of the
20 mass layoff.

21 44. Defendants' policy, practice, and/or procedure resulted in Plaintiffs and similarly
22 situated employees not receiving wages to compensate them for Defendants' failure to provide
23 timely written notice of mass layoffs.

24 45. **Failure to provide accurate wage statements:** Labor Code section 226(a)
25 provides, *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish
26 each of his or her employees ... an itemized statement in writing showing (1) gross wages earned,
27 (2) total hours worked by the employee, except for any employee whose compensation is solely
28 based on a salary and who is exempt from payment of overtime under subdivision (a) of Section

1 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate
2 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
3 deductions, provided, that all deductions made on written orders of the employee may be
4 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period
5 for which the employee is paid, (7) the name of the employee and his or her social security
6 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
7 hourly rates in effect during the pay period and the corresponding number of hours worked at each
8 hourly rate by the employee.”

9 46. As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed
10 to provide accurate wage and hour statements to him and other similarly situated employees who
11 were subject to Defendants’ control for uncompensated time and who did not receive all their
12 earned wages (including minimum wages, overtime wages, and/or meal period premium wages),
13 in violation of Labor Code section 226.

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

17 48. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges
18 that she and on information and belief, other similarly situated employees, were not paid their final
19 wages in a timely manner as required by Labor Code section 203. Minimum wages for all hours
20 worked, overtime wages for overtime hours worked, and/or meal period premium wages (all
21 described above), were not paid at the time of Plaintiff’s and other similarly situated employees’
22 separation of employment, whether voluntarily or involuntarily, as required by Labor Code
23 sections 201, 202, and 203.

24 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

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

27 A. **Minimum Wage Class:** All current and former hourly non-exempt
28 employees employed by Defendants as direct employees as well as temporary employees

1 employed through temp agencies in California at any time from four (4) years prior to the filing of
2 the initial Complaint in this matter through the date notice is mailed to a certified class who were
3 not paid at least minimum wage for all time they were subject to Defendants' control.

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

10 **C. Regular Rate Class:** All current and former hourly non-exempt employees
11 employed by Defendants as direct employees as well as temporary employees employed through
12 temp agencies in California at any time from four (4) years prior to the filing of the initial
13 Complaint in this matter through the date notice is mailed to a certified class who worked more
14 than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7)
15 days in a workweek, who received additional remuneration during pay periods in which they were
16 paid overtime wages, and whose compensation did not include such additional remuneration when
17 Defendants calculated those employees' overtimes wages.

18 **D. Meal Period Class:** All current and former hourly non-exempt employees
19 employed by Defendants as direct employees as well as temporary employees employed through
20 temp agencies in California at any time from four (4) years prior to the filing of the initial
21 Complaint in this matter through the date notice is mailed to a certified class who worked shifts
22 more than five (5) hours yet Defendants failed to authorize or permit all required duty-free meal
23 periods of not less than thirty (30) minutes.

24 **E. Meal Period Premium Wages Class:** All current and former hourly non-
25 exempt employees employed by Defendants as direct employees as well as temporary employees
26 employed through temp agencies in California at any time from four (4) years prior to the filing of
27 the initial Complaint in this matter through the date notice is mailed to a certified class who
28 received additional remuneration during pay periods in which they were paid meal period

1 premium wages and whose regular rate of pay did not include such additional remuneration when
2 Defendants calculated those employees' meal period premium wages.

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

9 **G. Cal-WARN Class:** All former employees employed by Defendants in
10 California at any time within the four years prior to the filing of the initial complaint in this action
11 and through the date notice is mailed to a certified class to whom Defendants failed to provide
12 timely written notice of a mass layoff.

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

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

23 **J. California Class:** All aforementioned classes are herein collectively
24 referred to as the "California Class."

25 50. There is a well-defined community of interest in the litigation and the classes are
26 ascertainable:

27 **A. Numerosity:** While the exact number of class members in each class is
28 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder

1 of all members is impractical under the circumstances of this case.

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

6 i. Whether Defendants violated Labor Code sections 1194 and 1197
7 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class
8 Members were subject to Defendants' control;

9 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
10 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
11 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
12 a workweek;

13 iii. Whether Defendants violated Labor Code sections 510 and 1194 by
14 not paying the Regular Rate Class Members at the applicable overtime rate for working in excess
15 of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days
16 in a workweek;

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

20 v. Whether Defendants violated Labor Code sections 512 and 226.7, as
21 well as the applicable Wage Order, by employing the Meal Period Premium Wages Class
22 Members without paying meal period premium wages at the proper rate;

23 vi. Whether Defendants violated Labor Code section 2802 by failing to
24 provide Indemnification Class Members with reimbursement of costs to compensate them for the
25 necessary expenditures incurred in the discharge of their duties;

26 vii. Whether Defendants violated Labor Code section 1400 *et seq.*, by
27 failing to provide the Cal-WARN Class Members with timely written notice of mass layoffs;

28 viii. Whether Defendants failed to provide the Wage Statement Class

1 Members with accurate itemized statements at the time they received their itemized statements;

2 ix. Whether Defendants failed to provide the Waiting Time Class
3 Members with all of their earned wages upon separation of employment within the statutory time
4 period;

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

7 xi. Whether Class Members are entitled to unpaid wages, penalties, and
8 other relief pursuant to their claims;

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

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

13 C. **Typicality:** Plaintiff's claims are typical of the claims of the class members
14 in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages
15 arising out of Defendants' failure to pay wages at least at minimum wage for all time the
16 employees were subject to Defendants' control. Plaintiff and members of the Overtime Wage
17 Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime
18 hours worked. Plaintiff and members of the Regular Rate Class sustained damages arising out of
19 Defendants' failure to pay overtime wages at the proper rate for overtime hours worked. Plaintiff
20 and members of the Meal Period Class sustained damages arising out of Defendants' failure to
21 provide non-exempt employees with all required meal periods and/or meal periods that were duty-
22 free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as
23 compensation. Plaintiff and members of the Meal Period Premium Wages Class sustained
24 damages arising out of Defendants' failure to pay meal period premium wages at the proper rate.
25 Plaintiff and members of the Indemnification Class sustained damages from Defendants' failure to
26 provide reimbursement of costs to compensate them for the necessary expenditures incurred in the
27 discharge of their duties. Plaintiffs and the members of the Cal-WARN Class sustained damages
28 arising out of Defendants' failure to provide the Cal-WARN Class timely written notice of mass

1 layoffs. Plaintiff and members of the Wage Statement Class sustained damages arising out of
2 Defendants' failure to furnish them with accurate itemized wage statements in compliance with
3 Labor Code section 226. Plaintiff and members of the Waiting Time Class sustained damages
4 arising out of Defendants' failure to provide all unpaid yet earned wages due upon separation of
5 employment within the statutory time limit.

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

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

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

26 **FIRST CAUSE OF ACTION**

27 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**
28 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

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

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

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

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

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

55. Defendants employed policies, practices, and/or procedures including, but not limited to:

(a) requiring Plaintiff and the Minimum Wage Class to complete off the clock work such as booting up the computer and logging in prior to the start of their shift.

(b) "Rounding down" or "shaving down" Plaintiff's and the Minimum Wage Class' total daily hours at the time of their clock-ins and clock-outs, to the nearest quarter of an hour, to the benefit of Defendants.

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

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

58. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in the amount of their unpaid minimum wage, and attorneys' fees and costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE

SECTIONS 510 and 1194

(Against All Defendants by Plaintiff, the Overtime Class, and the Regular Rate Class)

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

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

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

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

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 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

63. Further, Labor Code section 1198 provides,

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

64. Despite California law requiring employers to pay employees a higher rate of pay for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime

1 wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

2 65. Specifically, Defendants' employed policies, practices, and/or procedures
3 including, but not limited to:

4 (a) requiring Plaintiff and the Overtime Class to complete off the clock work such as
5 booting up the computer and logging in prior to the start of their shift.

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

9 66. Plaintiff and the Overtime Class were not paid for this time.

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

14 68. Overtime is based upon an employee's regular rate of pay. "The regular rate at
15 which an employee is employed shall be deemed to include all remuneration for employment paid
16 to, or on behalf, of the employee." *See* Division of Labor Standards Enforcement – Enforcement
17 Policies and Interpretations Manual, Section 49.1.2.

18 69. In this case, when Plaintiff and Regular Rate Class Members earned overtime
19 wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to
20 Defendants' failure to include all remuneration when calculating the overtime rate of pay.
21 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
22 remuneration such as straight time pay for example, when calculating Plaintiff's and Regular Rate
23 Class Members' regular rate of pay for the purpose of paying overtime.

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

27 71. Pursuant to Labor Code section 1194, Plaintiff, the Overtime Class, and the
28 Regular Rate Class are entitled to recover the full amount of their unpaid overtime wages,

1 prejudgment interest, and attorneys' fees and costs.

2 **THIRD CAUSE OF ACTION**

3 **FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR**

4 **CODE SECTIONS 512 AND 226.7**

5 **(Against All Defendants by Plaintiff, the Meal Period Class, and the Meal Period Premium**
6 **Wages Class)**

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

9 73. At all times relevant to this Complaint, Plaintiff, the Meal Period Class, and the
10 Meal Period Premium Wages Class were hourly non-exempt employees of Defendants, covered
11 by Labor Code sections 512 and 226.7 and the Wage Order.

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

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

1 to:

2 (a) Failing to provide Plaintiff and the Meal Period Class timely, uninterrupted, duty-
3 free meal breaks of at least 30 minutes for every five hours worked due to missed, late, short
4 and/or on-duty meal breaks.

5 76. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1)
6 hour of pay at their regular rate of pay for each workday they did not receive all legally required
7 and legally compliant meal periods. Defendants lacked a policy and procedure for compensating
8 Plaintiff and the Meal Period Class with premium wages when they did not receive all legally
9 required and legally compliant meal periods.

10 77. Finally, on occasions when Defendants paid Plaintiff and the Meal Period Premium
11 Wages Class a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted
12 meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and the
13 Meal Period Premium Wages Class’ regular rate of compensation. Specifically, Defendants
14 maintained a policy, practice, and/or procedure of failing to include all remuneration such as
15 straight time pay for example, when calculating Plaintiff’s and the Meal Period Premium Wages
16 Class’ regular rate of pay for the purpose of paying meal period premiums.

17 78. Defendants’ unlawful conduct alleged herein occurred in the course of
18 employment of Plaintiff, the Meal Period Class, and the Meal Period Premium Wages Class and
19 such conduct has continued through the filing of this Complaint.

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

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

FOURTH CAUSE OF ACTION

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

(Against All Defendants by Plaintiff and the Indemnification Class)

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

82. Plaintiff and members of the Indemnification Class have been employed by Defendants in the State of California. Labor Code section 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...” An employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. (Labor Code section 2802).

83. Defendants violated Labor Code section 2802 by employing policies, practices, and/or procedures of impermissibly passing business-related expenses to Plaintiff and Indemnification Class Members. These policies, practices, and/or procedures included, but were not limited to, requiring Plaintiff and Indemnification Class Members to use or purchase their own tools and/or resources in order to work for Defendants, including but not limited to:

(a) cellphone usage for work-related purposes - without reimbursing Plaintiff and Indemnification Class Members for such use.

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

85. Moreover, Defendants employed policies and procedures which ensured that Plaintiff and Indemnification Class Members would not receive indemnification for all necessary expenditures or losses incurred by them in direct consequence of discharging their duties. Defendants’ aforementioned policies, practices, and/or procedures resulted in Plaintiff and Indemnification Class Members not receiving indemnification for employment-related

1 expenditures in compliance with California law.

2 86. Because Defendants failed to indemnify employees for the necessary expenditures
3 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
4 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
5 section 2802.

6 87. As a direct and proximate result of Defendants' violation of Labor Code section
7 2802, Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary
8 damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of themselves and
9 on behalf of the Indemnification Class, seeks damages and all other relief allowable including
10 indemnification for all employment-related expenses as well as ordinary business expenses
11 incurred by Defendants and passed on to Plaintiff and Indemnification Class Members, pursuant to
12 Labor Code section 2802.

13 88. Pursuant to Labor Code Section 2802, Plaintiff and Indemnification Class Members
14 are entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE TIMELY WRITTEN NOTICE OF MASS LAYOFF IN**
17 **VIOLATION OF CALIFORNIA LABOR CODE SECTION 1400, *et seq.***

18 **(Against All Defendants by the Cal-WARN Class)**

19 89. Plaintiffs incorporate every paragraph of this complaint as if fully alleged herein.

20 90. At all relevant times, Plaintiffs and the other members of the Cal-WARN Class
21 were "employees" of Defendants within the meaning of Labor Code section 1400, subdivision (h).

22 91. At all relevant times, Defendants were a "covered establishment" within the
23 meaning of Labor Code section 1400 subdivision (a) in that it was a commercial facility that
24 employed or had employed 75 or more persons on a full- or part-time basis.

25 92. At all relevant times, Defendants were an "employer" within the meaning of Labor
26 Code section 1400, subdivision (b) in that it directly or indirectly owned and operated a covered
27 establishment or was a parent corporation as to a covered establishment directly owned and
28 operated by its corporate subsidiary.

93. Plaintiffs and the other members of the Cal-WARN Class were subjected to a “mass layoff” by Defendants within the meaning of Labor Code section 1400, subdivisions (c) and (d) in that each was subjected to a separation from employment for lack of funds or lack of work, and Defendants laid off 50 or more employees at a covered establishment during a thirty-day period.

94. Defendants mass layoff order took effect and Defendants failed to give written notice to their employees 60 days in advance of the order, thereby depriving Plaintiffs and other members of the Cal-WARN Class of the notice period required by the California Act. (Lab. Code §1401.)

95. Defendants owe Plaintiffs and the other members of the Cal-WARN Class for: (1) back pay either at the average regular rate of compensation received by them during the last three years of their employment, or at their final rate of pay, whichever is higher; and (2) the value of the cost of any benefits to which they would have been entitled had their employment continued. (Lab. Code, § 1402.) Defendants are liable to them for the period of violation up to 60 days or one-half the number of days Defendants employed them, whichever period is smaller. (*Id.*)

96. Pursuant to Labor Code section 1404, Plaintiffs and members of the Cal-WARN Class are entitled to recover reasonable attorney's fees and costs.

SIXTH CAUSE OF ACTION

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

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

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

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

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

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

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

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

23 102. Defendants' failure to provide Plaintiff and the Wage Statement Class with
24 accurate wage statements was knowing and intentional. Defendants had the ability to provide
25 Plaintiff and the Wage Statement Class with accurate wage statements but intentionally provided
26 wage statements they knew were not accurate. Defendants knowingly and intentionally put in
27 place practices which deprived employees of wages and resulted in Defendants knowingly and
28 intentionally providing inaccurate wage statements. These practices included Defendants' failure
to include all hours worked and all wages due.

103. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement
Class have suffered injury. The absence of accurate information on their wage statements has
prevented earlier challenges to Defendants' unlawful pay practices, will require discovery and
mathematical computations to determine the amount of wages owed, and will cause difficulty and
expense in attempting to reconstruct time and pay records. Defendants' conduct led to the
submission of inaccurate information about wages and amounts deducted from wages to state and

1 federal government agencies. As a result, Plaintiff and the Wage Statement Class are required to
2 participate in this lawsuit and create more difficulty and expense for Plaintiff and the Wage
3 Statement Class from having to reconstruct time and pay records than if Defendants had complied
4 with their legal obligations.

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

9 105. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
10 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
11 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
12 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
13 Code section 226(a) and currently employed Wage Statement Class members have no adequate
14 legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing
15 unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants'
16 compliance with Labor Code section 226(a).

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

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT** 22 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

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

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

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

28 109. An employer is required to pay all unpaid wages timely after an employee's

1 employment ends. The wages are due immediately upon termination or within seventy-two (72)
2 hours of resignation. Labor Code sections 201, 202. If an employee gave seventy-two (72) hours
3 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
4 resignation. *Id.*

5 110. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time
6 Class, with all wages earned and unpaid prior to separation of employment, in accordance with
7 either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at
8 all relevant times within the limitations period applicable to this cause of action, Defendants
9 maintained a policy or practice of not paying hourly employees all earned wages timely upon
10 separation of employment.

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

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

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

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

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

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

EIGHTH CAUSE OF ACTION

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

(Against All Defendants by Plaintiff and the California Class)

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

118. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. This unfair conduct includes Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages for all overtime hours worked; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to indemnify all necessary expenditures or losses incurred in direct consequence of discharging duties; back pay for failure to give written notice of mass layoffs failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment. Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay minimum wages for all hours worked; pay overtime wages for all overtime hours worked; authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; indemnify all necessary expenditures or losses incurred in direct consequence of discharging duties; back pay for failure to give written notice of mass layoffs; provide accurate wage and hour statements; and timely pay all wages due upon

1 separation of employment.

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

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

13 **NINTH CAUSE OF ACTION**

14 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL**

15 **ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

16 **(Against all Defendants by Plaintiff)**

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

23 122. Labor Code sections 1194 and 1197 require an employer to compensate employees
24 for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the
25 Wage Orders.

26 123. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
27 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
28 similarly situated employees all wages at the applicable minimum wage for all hours worked due

1 to Defendants' policies, practices, and/or procedures including, but not limited to:

2 (c) requiring Plaintiff and similarly situated employees to complete off the clock work
3 such as booting up the computer and logging in prior to the start of their shift.

4 (d) "Rounding down" or "shaving down" Plaintiff's and similarly situated employees'
5 total daily hours at the time of their clock-ins and clock-outs, to the nearest quarter of an hour, to
6 the benefit of Defendants.

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

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

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

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

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

1 Labor Code section 510; Wage Order 4, §3.

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

5 (c) requiring Plaintiff and similarly situated employees to complete off the clock work
6 such as booting up the computer and logging in prior to the start of their shift.

7 (d) "Rounding down" or "shaving down" Plaintiff's and similarly situated employees'
8 total daily hours at the time of their clock-ins and clock-outs to the nearest quarter of an hour, to
9 the benefit of Defendants.

10 129. Plaintiff and similarly situated employees were not paid for this time.

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

16 131. Furthermore, overtime is based upon an employee's regular rate of pay. "The
17 regular rate at which an employee is employed shall be deemed to include all remuneration for
18 employment paid to, or on behalf, of the employee." *See* Division of Labor Standards
19 Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

20 132. In this case, Plaintiff alleges that when she and similarly situated employees earned
21 overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay
22 due to Defendants' failure to include all remuneration when calculating the overtime rate of pay.
23 Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all
24 remuneration such as straight time pay for example, when calculating Plaintiff's and similarly
25 situated employees' regular rate of pay for the purpose of paying overtime.

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

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

5 135. California law requires an employer to authorize or permit an uninterrupted meal
6 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of
7 work and a second meal period no later than the employee's tenth hour of work. Labor Code
8 section 512; Wage Order 4, §11. If the employee is not relieved of all duties during a meal period,
9 the meal period shall be considered an "on duty" meal period and counted as time worked. A paid
10 "on duty" meal period is only permitted when (1) the nature of the work prevents an employee
11 from being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty
12 meal periods. If the employee is not free to leave the work premises or worksite during the meal
13 period, even if the employee is relieved of all other duty during the meal period, the employee is
14 subject to the employer's control and the meal period is counted as time worked. If an employer
15 fails to provide an employee a meal period in accordance with the law, the employer must pay the
16 employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally
17 required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 4,
18 §11.

19 136. Here, Plaintiff and similarly situated employees worked shifts long enough to
20 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
21 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
22 Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-hour
23 period of work as required by law. Such policies, practices, and/or procedures included, but were
24 not limited to:

25 (b) Failing to provide Plaintiff and similarly situated employees timely, uninterrupted,
26 duty-free meal breaks of at least 30 minutes for every five hours worked due to missed, late, short
27 and/or on-duty meal breaks.

28 137. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a

1 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
2 for each workday the employees did not receive all legally required and compliant meal periods.
3 Defendants employed policies and procedures which ensured that employees did not receive any
4 meal period premium wages to compensate them for workdays in which they did not receive all
5 legally required and compliant meal periods.

6 138. Finally, on occasions when Defendants paid Plaintiff and similarly situated
7 employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted meal
8 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff’s and similarly
9 situated employees’ regular rate of compensation. Specifically, Defendants maintained a policy,
10 practice, and/or procedure of failing to include all remuneration such as straight time pay for
11 example, when calculating Plaintiff’s and similarly situated employees’ regular rate of pay for the
12 purpose of paying meal period premium wages.

13 139. The aforementioned policies, practices, and/or procedures of Defendants resulted in
14 Plaintiff and similarly situated employees not being provided with all legally required and
15 compliant meal periods and/or not receiving premium wages to compensate them for such
16 instances, all in violation of California law.

17 140. **Failure to indemnify employees for losses and expenditures incurred as part of**
18 **their employment:** Labor Code section 2802(a) states that “[a]n employer shall indemnify his or
19 her employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
21 employer...” An employer is prohibited from passing the ordinary business expenses and losses of
22 the employer onto the employee. (Labor Code section 2802).

23 141. Defendants employed policies, practices, and/or procedures of impermissibly
24 passing business-related expenses to Plaintiff and similarly situated employees. These policies,
25 practices, and/or procedures included, but were not limited to, requiring Plaintiff and similarly
26 situated employees to use or purchase their own tools and/or resources in order to work for
27 Defendants, including but not limited to :

28 (b) cellphone usage for work-related purposes - without reimbursing Plaintiff and

1 similarly situated employees for such use.

2 142. The costs incurred by Plaintiff and similarly situated employees to use or purchase
3 their own tools and/or resources for their mandatory compliance with Defendants' aforementioned
4 policies, practices, and/or procedures were significant as a result of their employment with
5 Defendants.

6 143. Defendants employed policies and procedures which ensured Plaintiff and similarly
7 situated employees would not receive indemnification for the aforementioned necessary
8 expenditures incurred as a result of their employment with Defendants.

9 144. Defendants' aforementioned policies, practices, and/or procedures resulted in
10 Plaintiff and similarly situated employees not receiving indemnification for employment-related
11 expenditures, in violation of Labor Code section 2802.

12 145. **Failure to Give Written Notice of Mass Layoffs:** California law requires any
13 employer who orders a "mass layoff" to give the laid off employees notice of the impending layoff
14 sixty (60) days before the order "takes effect." California Labor Code section 1400, et seq. ("Cal
15 WARN"), § 1401. An employer who fails to provide proper notice must pay affected employees
16 up to sixty (60) days of average regular rate of compensation or final rate of compensation,
17 whichever is higher, plus civil penalties. (Cal. Lab. Code §§ 1402, 1043.) A "mass layoff" is
18 defined as "a layoff during any 30-day period of 50 or more employees at a covered
19 establishment." (Cal. Lab. Code § 1400(d).)

20 146. Any person may bring a civil action, on their own behalf or on behalf of others
21 similarly situated, in any court of competent jurisdiction to establish liability for failure to give
22 written notice of mass layoffs. (Cal. Lab. Code § 1404.)

23 147. Defendants terminated Plaintiffs and similarly situated employees because of a
24 mass layoff, as defined in the California Labor Code, but maintained policies, practices, and/or
25 procedures which deprived Plaintiffs and similarly situated employees timely written notice of the
26 mass layoff.

27 148. Defendants' policy, practice, and/or procedure resulted in Plaintiffs and similarly
28 situated employees not receiving wages to compensate them for Defendants' failure to provide

1 timely written notice of mass layoffs.

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

15 **150.** As a derivative of Plaintiff’s claims above, Plaintiff alleges that Defendants failed
16 to provide accurate wage and hour statements to him and other similarly situated employees who
17 were subject to Defendants’ control for uncompensated time and who did not receive all their
18 earned wages (including minimum wages, overtime wages, and/or meal period premium wages),
19 in violation of Labor Code section 226.

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

23 **152.** As a result of the aforementioned violations of the Labor Code, Plaintiff alleges
24 that she and on information and belief, other similarly situated employees, were not paid their final
25 wages in a timely manner as required by Labor Code section 203. Minimum wages for all hours
26 worked, overtime wages for overtime hours worked, and/or meal period premium wages (all
27 described above), were not paid at the time of Plaintiff’s and other similarly situated employees’
28 separation of employment, whether voluntarily or involuntarily, as required by Labor Code

sections 201, 202, and 203.

PRAYER FOR RELIEF

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

**ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND
EIGHTH CAUSES OF ACTION:**

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

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

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

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

ON THE FIRST CAUSE OF ACTION:

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

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

3. For any and all legally applicable penalties;

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

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

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

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

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

ON THE SECOND CAUSE OF ACTION:

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

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

3. For any and all legally applicable penalties;

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

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

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

ON THE THIRD CAUSE OF ACTION:

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

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

3. For any and all legally applicable penalties;

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

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

ON THE FOURTH CAUSE OF ACTION:

1. That the Defendants be found to have violated the indemnification provisions of the Labor Code as to the Plaintiff and the Indemnification Class;

2. For damages, according to proof, including unpaid use and/or costs of necessary tools and/or resources;

3. For any and all legally applicable penalties;

4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 2802, and post-judgment interest;

5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 2802; and

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

ON THE FIFTH CAUSE OF ACTION:

1. That Defendants be found to have violated the notice provisions of the California Labor Code as to the named Plaintiffs and the Cal-WARN Class in that Defendants failed to provide Plaintiffs and the Cal-WARN Class written notice of a mass layoff at least 60 days before the mass layoff order took effect;

2. For damages, according to proof, including but not limited to: (1) backpay at the average rate of compensation received by each employee during the last three years or the employee's final rate of compensation, whichever is higher; or (2) the value of the cost of any benefits to which they would have been entitled had their employment continued; either of them continuing up to 60 days or one-half the number of days Defendants employed Plaintiffs and the Cal-WARN Class;

3. For any and all legally applicable penalties;

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

5. For attorneys' fees and costs of suit, including but not limited to that recoverable under California Labor Code section 1404; and

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

ON THE SIXTH CAUSE OF ACTION:

1. That Defendants be found to have violated the provisions of the Labor Code regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

2. For damages and/or penalties, according to proof, including damages and/or

1 statutory penalties under Labor Code section 226, subdivision (e), and any other legally applicable
2 damages or penalties;

3 3. For pre-judgment interest and post-judgment interest;

4 4. For an injunction against Defendants enjoining them, and any and all persons
5 acting in concert with them, from engaging in violations of Labor Code section 226, subdivision
6 (a);

7 5. For attorneys' fees and costs of suit, including but not limited to those recoverable
8 under Labor Code section 226, subdivision (e); and

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

11 **ON THE SEVENTH CAUSE OF ACTION:**

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

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

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

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

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

24 **ON THE EIGHTH CAUSE OF ACTION:**

25 1. That Defendants be found to have violated Business and Professions Code sections
26 17200, *et seq.*, for the conduct alleged herein as to the California Class;

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

28 3. An injunction against Defendants enjoining them, and any and all persons acting in

concert with them, from engaging in each of the unlawful practices, policies and patterns set forth herein;

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

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

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

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

ON THE EIGHTH CAUSE OF ACTION:

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

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

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

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

Dated: March 11, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: /s/ Alexander J. Aroeste
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Alexander J. Aroeste, Esq.
Attorneys for Plaintiff
CHANDRA BLOUNT,
on behalf of herself and others similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff CHANDRA BLOUNT demands a trial by jury for herself and the California Class on all claims so triable.

Dated: March 11, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: /s/ Alexander J. Aroeste
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Alexander J. Aroeste, Esq.
Attorneys for Plaintiff
CHANDRA BLOUNT,
on behalf of herself and others similarly situated