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Case #26CV500493**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

JANE COLLINS, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

COLLABERA LLC; SERVICENOW, INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No. 26CV500493

Assigned for All Purposes to:
Judge Elizabeth C. Peterson; Dept. 8

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment;
8. Violation of Business and Professions Code §§ 17200, *et seq*.; and
9. Enforcement of Labor Code §§ 2698 *et seq.* ("PAGA")

Plaintiff Jane Collins, individually and on behalf of others similarly situated, alleges as follows:

NATURE OF ACTION AND INTRODUCTORY STATEMENT

1. Plaintiff Jane Collins ("Plaintiff") brings this individual and representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.,* against defendants Collabera LLC; Servicenow, Inc.; and DOES 1 through 20, inclusive (collectively, "Defendants"), on Plaintiff's own behalf and on behalf of persons who are and were employed by any or all Defendants as non-exempt employees throughout California.

2. Defendants provide services or goods throughout California.

3. Through this action, Plaintiff alleges that Defendants engaged in a systematic pattern of wage and hour violations under the California Labor Code and Industrial Welfare Commission ("IWC") Wage Orders, all of which contribute to Defendants' deliberate unfair competition.

4. Plaintiff is informed and believe, and thereon alleges, that Defendants have increased their profits by violating state wage and hour laws by, among other things:

(a) failing to pay all wages (including minimum wages, overtime wages, and sick pay);

(b) failing to provide lawful meal periods or compensation in lieu thereof;

(c) failing to authorize or permit lawful rest breaks or provide compensation in lieu thereof;

(d) failing to reimburse necessary business-related costs;

(e) failing to provide accurate itemized wage statements;

(f) failing to pay wages timely during employment; and

(g) failing to pay all wages due upon separation of employment.

5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all others similarly situated in California to recover, among other things, unpaid wages, un-reimbursed business expenses, benefits, interest, attorneys' fees, costs and expenses, and penalties pursuant to Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 246,

510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and Code of California Civil Procedure section 1021.5.

JURISDICTION AND VENUE

6. This is an individual and representative action pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq*. ("PAGA")). The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

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

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a resident of California and worked for Defendants during the relevant time periods as alleged herein.

11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this

Complaint and serve such fictitiously named defendants once their names and capacities become known.

13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and other aggrieved employees.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

18. At all relevant times mentioned herein, Defendants employed Plaintiff and other California residents as non-exempt employees throughout California.

19. Defendants continue to employ non-exempt employees within California.

20. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who

were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive wages for all time worked (including minimum wages, overtime wages, and sick pay) and that they were not receiving all wages earned for work that was required to be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all wages (including minimum wages and overtime wages) for all hours worked at the correct rate of pay and within the correct time.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive all required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive all rest breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees' regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees' regular rate of pay when a rest break was missed, late, or interrupted.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to reimbursement and/or indemnification for all necessary business expenditures or losses as a direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants. In violation

of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees incurred necessary business expenses or losses, but were not reimbursed nor indemnified of such expenses or losses that were incurred as a direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive itemized wage statements that accurately showed the following information pursuant to the Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiff and other aggrieved employees were not provided with accurate itemized wage statements.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff other aggrieved employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and other aggrieved employees did not receive payment of all wages within the permissible time periods.

27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and other aggrieved employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

28. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief against Defendants on Plaintiff's own behalf to recover, among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal period premium payments, unpaid

rest period premium payments, unreimbursed business expenditures, interest, attorneys' fees, penalties, costs, and expenses.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

29. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

30. Labor Code sections 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

31. Plaintiff was an employee entitled to the protections of Labor Code sections 1194 and 1197.

32. During the relevant time period, Defendants failed to pay Plaintiff all wages owed when Defendants did not pay minimum wage for all hours worked.

33. During the relevant time period, Defendants failed to pay at least minimum wage to Plaintiff for all hours worked pursuant to Labor Code sections 1194 and 1197.

34. Defendants' failure to pay Plaintiff the required minimum wage violates Labor Code sections 1194 and 1197. Pursuant to these sections, Plaintiff is entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

35. Pursuant to Labor Code section 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

36. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

37. Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2) times the person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

38. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay overtime compensation to Plaintiff at the rate of one and one-half times (1½) their regular rate of pay when working and for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of work on the seventh day of work in a workweek.

39. The applicable IWC Wage Orders further provide that Defendants are and were required to pay overtime compensation to Plaintiff at a rate of two times their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours on the seventh day of work in a workweek.

40. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a workweek.

41. Labor Code section 510 and the applicable IWC Wage Orders provide that employment of more than six days in a workweek is only permissible if the employer pays proper overtime compensation as set forth herein.

42. Plaintiff were employees entitled to the protections of California Labor Code sections 510 and 1194.

43. During the relevant time period, Defendants required Plaintiff to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh consecutive day of work, entitling them to overtime wages.

44. During the relevant time period, Defendants failed to pay Plaintiff overtime wages for all overtime hours worked. To the extent these hours qualify for the payment of overtime wages, Plaintiff were not paid proper overtime wages.

45. In violation of California law, Defendants knowingly and willfully refused to perform their obligations and compensate Plaintiff for all wages earned and all hours worked.

46. Defendants' failure to pay Plaintiff the unpaid balance of overtime compensation, as required by California law, violates the provisions of Labor Code sections 510 and 1198, and is therefore unlawful.

47. Pursuant to Labor Code section 1194, Plaintiff is entitled to recover her unpaid overtime and double time compensation as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

48. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

49. Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

50. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

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

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

53. During the relevant time period, Plaintiff worked more than five (5) or ten (10) hours and did not receive all compliant meal periods because their meal periods were missed, late, short, interrupted, and/or they were not permitted to take a second meal period.

54. Labor Code section 226.7(b) and section 11 of the applicable IWC Wage Order require an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant meal period is not provided.

55. At all relevant times, Defendants failed to pay Plaintiff meal period premiums for missed, late, and/or short meal periods pursuant to Labor Code section 226.7(b) and section 11 of the applicable IWC Wage Order.

56. As a result of Defendants' failure to pay Plaintiff an additional hour of pay for each day a compliant meal period was not provided, Plaintiff suffered and continue to suffer a loss of wages and compensation.

FOURTH CAUSE OF ACTION

FAILURE TO PERMIT REST BREAKS

(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

57. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

58. Labor Code section 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

59. Section 12 of the applicable IWC Wage Order states "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period[,]" and the "[a]uthorized rest period time shall be based on the

total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof[,]" unless the total daily work time is less than three and one-half (3½) hours.

60. During the relevant time period, Plaintiff did not receive all ten (10) minute rest periods for every four (4) hours or major fraction thereof worked, including working in excess of ten (10) hours, because they were required to work through their rest periods and/or were not authorized to take their rest periods.

61. Labor Code section 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period is not provided.

62. At all relevant times, Defendants failed to pay Plaintiff rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code section 226.7(b) and section 12 of the applicable IWC Wage Order.

63. As a result of Defendants' failure to pay Plaintiff an additional hour of pay for each day a compliant rest period was not provided, Plaintiff suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of Labor Code §§ 2800, 2802)

64. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

65. Labor Code section 2800 states that "[a]n employer shall in all cases indemnify his employee for losses caused by the employer's want of ordinary care."

66. 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 . . . ."

67. Labor Code section 2802(b) states that "[a]ll awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate

as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss."

68. Labor Code section 2802(c) states that "[f]or purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

69. During the relevant time period, Plaintiff incurred necessary business-related costs that were not fully reimbursed by Defendants.

70. In violation of Labor Code sections 2800 and 2802, Defendants failed to reimburse or indemnify Plaintiff for their expenses due to Defendants' knowing and intentional failure to reimburse necessary business expenditures in connection with Plaintiff's work and job duties.

71. As a direct result, Plaintiff has suffered and continues to suffer losses, and therefore seeks complete reimbursement and indemnification of necessary business expenditures or losses, interest thereon at the required rate, and all reasonable costs in enforcing the rights under Labor Code section 2802, including, but not limited to attorneys' fees.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226; Violation of IWC Wage Order)

72. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

73. Labor Code section 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number,

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

74. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code section 226(a) on wage statements that were provided to Plaintiff. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the number of hours worked at each hourly rate by Plaintiff.

75. As a result of Defendants' knowing and intentional failure to comply with Labor Code section 226(a), Plaintiff has suffered injury and damage to her statutorily-protected rights. Specifically, Plaintiff is deemed to suffer an injury pursuant to Labor Code section 226(e) where, as here, Defendants intentionally violated Labor Code section 226(a). Plaintiff were denied both their legal right to receive, and their protected interest in receiving, accurate itemized wage statements under Labor Code section 226(a). In addition, because Defendants failed to provide the accurate rates of pay on wage statements, Defendants prevented Plaintiff from determining if all hours worked were paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

76. Plaintiff is entitled to recover from Defendants the greater of all actual damages caused by Defendants' failure to comply with Labor Code section 226(a) or fifty dollars ($50.00) for the initial pay period in which a violation occurred and one hundred dollars ($100.00) per employee for each violation in subsequent pay periods in an amount not exceeding four thousand dollars ($4,000.00) per employee, plus attorneys' fees and costs.

77. Defendants' violations of California Labor Code section 226(a) prevented Plaintiff from knowing, understanding, and disputing the wages paid to them and resulted in an

unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure to comply with California Labor Code section 226(a), Plaintiff has suffered an injury, in the exact amount of damages and/or penalties to be shown according to proof at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT

(Violation of Labor Code §§ 201, 202, and 203)

78. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

79. Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

80. During the relevant time period, Defendants willfully failed to pay Plaintiff all her earned wages upon termination, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

81. Defendants' failure to pay Plaintiff all her earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code sections 201 and 202.

82. Labor Code section 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

83. Pursuant to Labor Code section 203, Plaintiff is entitled to recover from Defendants the statutory penalty, which is defined as Plaintiff's regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30) days.

EIGHTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET SEQ.*

(Violation of Business and Professions Code §§ 17200, *et seq*.)

84. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

85. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice . . . ."

86. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be predicated on a violation of any state or federal law. In the instant case, Defendants' policies and practices violated state law, causing Plaintiff to suffer and continue to suffer injuries-in-fact.

87. Defendants' policies and practices violated state law in at least the following respects:

(a) Failing to pay all wages earned (including minimum wage, overtime wages, and sick pay) to Plaintiff at the proper rate of pay and in a timely manner in violation of Labor Code sections 201.3, 204, 246, 510, 1194, 1194.2, 1197, 1198.

(b) Failing to provide compliant meal periods without paying Plaintiff premium wages for every day said meal periods were not provided in violation of Labor Code sections 226.7 and 512.

(c) Failing to authorize or permit compliant rest breaks without paying Plaintiff premium wages for every day said rest breaks were not authorized or permitted in violation of Labor Code section 226.7.

(d) Failing to reimburse Plaintiff for necessary business-related expenses in violation of Labor Code sections 2800 and 2802.

(e) Failing to provide Plaintiff with accurate itemized wage statements in violation of Labor Code section 226.

(f) Failing to timely pay all earned wages to Plaintiff upon separation of employment in violation of Labor Code sections 201, 202, and 203.

88. As alleged herein, Defendants systematically engaged in unlawful conduct in violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages (minimum and overtime wages), failing to provide meal periods and rest breaks or compensation in lieu thereof, failing to reimburse necessary business-related costs and expenses, failing to furnish accurate wage statements, and failing to pay all wages due and owing upon separation of employment in a timely manner to Plaintiff, all in order to decrease their costs of doing business and increase their profits.

89. At all relevant times herein, Defendants held themselves out to Plaintiff as being knowledgeable concerning the labor and employment laws of California.

90. At all times relevant herein, Defendants intentionally avoided paying Plaintiff wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and/or gain a greater foothold in the marketplace.

91. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code sections 17200, *et seq*.

92. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiff is entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

93. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure section 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff and the general public. Based on Defendants' conduct as alleged herein, Plaintiff is entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

NINTH CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* ("PAGA")

94. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as though fully set forth herein.

95. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

96. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

97. Defendants' conduct violates numerous Wage Order and Labor Code sections, including, but not limited to, the following:

a. violation of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 246, 510, 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages (including minimum wage and overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment as herein alleged;

b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;

c. violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

d. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to Plaintiff and aggrieved employees; and

f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged.

98. Plaintiff is an "aggrieved employee" because she was employed by the alleged violator and had one or more of the violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

99. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

100. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

101. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For compensatory damages in an amount according to proof at trial;

2. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;

3. For economic and/or special damages in an amount according to proof at trial;

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

5. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

6. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;

7. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

8. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq*.;

9. For pre-judgment interest;

10. For civil penalties against Defendants on behalf of all aggrieved employees and the LWDA pursuant to Labor Code § 2698 *et seq*.;

11. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure section 1021.5 and Labor Code sections 226(e), 1194, and 2698 *et seq*.; and

12. For such other relief as the Court deems just and proper.

Dated: October 21, 2026

AEGIS LAW FIRM, PC

By: _____

Jessica L. Campbell
Attorneys for Plaintiff