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**ELECTRONICALLY FILED**

Superior Court of California,

County of Solano

**08/27/2026 at 04:59:58 PM**

By: D. Cimmino, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SOLANO**

1 TATIANA ARMSTRONG, an individual, on  
2 behalf of herself and on behalf of all persons  
3 similarly situated, and on behalf of the State of  
California, as a private attorney general,

4 Plaintiff,

5 vs.

6 SOL BUSINESS SERVICES LLC, a Limited  
7 Liability Company; and DOES 1 through 50,  
8 inclusive,

9 Defendants.

Case No. CU24-04407

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION  
OF CAL. BUS. & PROF. CODE §§ 17200;
2. FAILURE TO PAY MINIMUM WAGES  
IN VIOLATION OF CAL. LAB. CODE §§  
1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES  
IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED  
MEAL PERIODS IN VIOLATION OF CAL.  
LAB. CODE §§ 226.7 & 512 AND THE  
APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED  
REST PERIODS IN VIOLATION OF CAL.  
LAB. CODE §§ 226.7 & 512 AND THE  
APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE  
ITEMIZED STATEMENTS IN VIOLATION  
OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES  
FOR REQUIRED EXPENSES IN  
VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PAY SICK PAY WAGES IN  
VIOLATION OF CAL. LAB CODE §§201-  
203, 233, 246; and,
9. VIOLATION OF THE PRIVATE  
ATTORNEYS GENERAL ACT [LABOR  
CODE §§ 2698, et seq.]

**DEMAND FOR A JURY TRIAL**

21  
22 Tatiana Armstrong (“PLAINTIFF”), an individual, on behalf of herself and all other  
23 similarly situated current and former employees alleges on information and belief, except for  
24 her own acts and knowledge which are based on personal knowledge, the following.

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26  
27 **THE PARTIES**

- 28 1. Sol Business Services LLC (“DEFENDANT”) is a limited liability company that

1 at all relevant times mentioned herein conducted and continues to conduct substantial business  
2 in California.

3           2.       DEFENDANT specializes in performing Liquor, Convenience, Drug, Hardware,  
4 and Grocery store inventory audits.

5  
6           3.       PLAINTIFF is currently employed by DEFENDANT in California. PLAINTIFF's  
7 employment with DEFENDANT started in July of 2023. PLAINTIFF has been at all times  
8 classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled  
9 to the legally required meal and rest periods and payment of minimum and overtime wages due  
10 for all time worked.

11  
12           4.       PLAINTIFF brings this Class Action on behalf of herself and a California class,  
13 defined as all individuals who are or previously were employed by DEFENDANT in California,  
14 including any employees staffed with DEFENDANT by a third party, and classified as non-  
15 exempt employees (the "CALIFORNIA CLASS") at any time during the period March 8, 2023  
16 and October 14, 2025 (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for  
17 the aggregate claim of CALIFORNIA CLASS Members is under five million dollars  
18 (\$5,000,000.00).

19  
20           5.       PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA  
21 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during  
22 the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which  
23 failed to lawfully compensate these employees. DEFENDANT's policy and practice alleged  
24 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained  
25 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA  
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1 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction  
2 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and  
3 the other members of the CALIFORNIA CLASS who have been economically injured by  
4 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and  
5 equitable relief.

6  
7 6. The true names and capacities, whether individual, corporate, subsidiary,  
8 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently  
9 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant  
10 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege  
11 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.  
12 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that  
13 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are  
14 responsible in some manner for one or more of the events and happenings that proximately  
15 caused the injuries and damages hereinafter alleged.

16  
17 7. The agents, servants and/or employees of the Defendants and each of them acting  
18 on behalf of the Defendants acted within the course and scope of his, her or its authority as the  
19 agent, servant and/or employee of the Defendants, and personally participated in the conduct  
20 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.  
21 Consequently, the acts of each Defendant are legally attributable to the other Defendants and  
22 all Defendants are jointly and severally liable to PLAINTIFF and the other members of the  
23 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
24 Defendants' agents, servants and/or employees.

**THE CONDUCT**

8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and CALIFORNIA CLASS Members to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and

1 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked,  
2 is evidenced by DEFENDANT's business records.

3  
4 9. State and federal law provides that employees must be paid overtime and meal  
5 and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF  
6 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive  
7 pay that is tied to specific elements of an employee's performance.

8  
9 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS  
10 Members' compensation is DEFENDANT's non-discretionary incentive program that paid  
11 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their  
12 performance for DEFENDANT. The non-discretionary incentive program provided all  
13 employees paid on an hourly basis with incentive compensation when the employees met the  
14 various performance goals set by DEFENDANT. However, when calculating the regular rate  
15 of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and other  
16 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation  
17 as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and  
18 meal and rest break premium pay. Management and supervisors described the incentive  
19 program to potential and new employees as part of the compensation package. As a matter of  
20 law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS  
21 Members must be included in the "regular rate of pay." The failure to do so has resulted in a  
22 underpayment of overtime compensation and meal and rest break premiums to PLAINTIFF and  
23 other CALIFORNIA CLASS Members by DEFENDANT.

24  
25 11. As a result of their rigorous work schedules, PLAINTIFF and other  
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1 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off  
2 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and  
3 other CALIFORNIA CLASS Members were required from time to time to perform work as  
4 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a  
5 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and  
6 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in  
7 which these employees were required by DEFENDANT to work ten (10) hours of work.  
8 DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying  
9 penalties to PLAINTIFF and other CALIFORNIA CLASS Members. PLAINTIFF and other  
10 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional  
11 compensation and in accordance with DEFENDANT's corporate policy and practice.  
12

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15 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other  
16 CALIFORNIA CLASS Members were also required from time to time to work in excess of four  
17 (4) hours without being provided ten (10) minute rest periods. Further, these employees were  
18 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two  
19 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes  
20 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,  
21 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours  
22 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also  
23 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage  
24 Order requires employers to provide employees with off-duty rest periods, which the California  
25 Supreme Court defined as time during which an employee is relieved from all work related  
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1 duties and free from employer control. In so doing, the Court held that the requirement under  
2 California law that employers authorize and permit all employees to take rest period means that  
3 employers must relieve employees of all duties and relinquish control over how employees  
4 spend their time which includes control over the locations where employees may take their rest  
5 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -  
6 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and  
7 other CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on  
8 DEFENDANT's rule which states PLAINTIFF and other CALIFORNIA CLASS Members  
9 cannot leave the work premises during their rest period.

12           13.     During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately  
13 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount  
14 of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,  
15 DEFENDANT was required to pay PLAINTIFF and other CALIFORNIA CLASS Members  
16 for all time worked, meaning the time during which an employee was subject to the control of  
17 an employer, including all the time the employee was permitted or suffered to permit this work.  
18 DEFENDANT required these employees to work off the clock without paying them for all the  
19 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have  
20 known that PLAINTIFF and the other members of the CALIFORNIA CLASS were under  
21 compensated for all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS  
22 Members forfeited time worked by working without their time being accurately recorded and  
23 without compensation at the applicable minimum wage and overtime wage rates. To the extent  
24 that the time worked off the clock does not qualify for overtime premium payment,

1 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of  
2 Cal. Lab. Code §§ 1194, 1197, and 1197.1.

3  
4 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
5 other members of the CALIFORNIA CLASS with complete and accurate wage statements  
6 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.  
7 Code § 226 provides that every employer shall furnish each of his or her employees with an  
8 accurate itemized wage statement in writing showing, among other things, gross wages earned  
9 and all applicable hourly rates in effect during the pay period and the corresponding amount of  
10 time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS Members were paid  
11 on an hourly basis. As such, the wage statements should reflect all applicable hourly rates  
12 during the pay period and the total hours worked, and the applicable pay period in which the  
13 wages were earned pursuant to California Labor Code Section 226(a). The wage statements  
14 DEFENDANT provided to PLAINTIFF and other CALIFORNIA CLASS Members failed to  
15 identify such information. More specifically, the wage statements failed to identify the accurate  
16 total hours worked each pay period. When the hours shown on the wage statements were added  
17 up, they did not equal the actual total hours worked during the pay period in violation of Cal.  
18 Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT  
19 failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements under  
20 California Labor Code 226. As a result, DEFENDANT from time to time provided PLAINTIFF  
21 and the other members of the CALIFORNIA CLASS with wage statements which violated Cal.  
22 Lab. Code § 226.  
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28 15. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA

1 CLASS Members by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.  
2 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-  
3 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT  
4 underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS Members at their base  
5 rates of pay.  
6

7 16. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt  
8 employees be calculated by dividing the employee's total wages, not including overtime  
9 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days  
10 of employment.  
11

12 17. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay  
13 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely  
14 earned non-discretionary incentive wages which increased their regular rate of pay.  
15 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and  
16 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of pay,  
17 as required under Cal. Lab. Code Section 246.  
18  
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20 18. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and  
21 other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting  
22 time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and  
23 believes and based thereon alleges that such failure to pay sick pay at regular rate was willful,  
24 such that PLAINTIFF and members of the CALIFORNIA CLASS whose employment has  
25 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.  
26  
27

28 19. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer

1 to collect or receive from an employee any part of wages theretofore paid by said employer to  
2 said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and other  
3 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation  
4 payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members, failed to disclose  
5 all aspects of the deductions from compensation payable to PLAINTIFF and CALIFORNIA  
6 LABOR SUB-CLASS Members, and thereby failed to pay these employees all wages due at  
7 each applicable pay period and upon termination. PLAINTIFF and members of the  
8 CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages  
9 according to proof, related penalties, interest, attorney fees and costs.  
10

11  
12 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify  
13 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses  
14 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence  
15 of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section  
16 2802, employers are required to indemnify employees for all expenses incurred in the course  
17 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall  
18 indemnify his or her employee for all necessary expenditures or losses incurred by the employee  
19 in direct consequence of the discharge of his or her duties, or of his or her obedience to the  
20 directions of the employer, even though unlawful, unless the employee, at the time of obeying  
21 the directions, believed them to be unlawful."  
22

23  
24 21. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS  
25 Members as a business expense, were required by DEFENDANT to use their own personal  
26 cellular phones as a result of and in furtherance of their job duties as employees for  
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1 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated  
2 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,  
3 PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use  
4 their personal cellular phones. As a result, in the course of their employment with  
5 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA CLASS incurred  
6 unreimbursed business expenses which included, but were not limited to, costs related to the use  
7 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.  
8  
9

10 22. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally  
11 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage Order  
12 and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due to  
13 PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-duty  
14 meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for  
15 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the  
16 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties for  
17 the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide  
18 PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's business  
19 records. The amount in controversy for PLAINTIFF individually does not exceed the sum or  
20 value of \$75,000.  
21  
22  
23

## 24 JURISDICTION AND VENUE

25  
26 23. This Court has jurisdiction over this Action pursuant to California Code of Civil  
27 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This  
28

1 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees  
2 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

3           24. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
4 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and  
5 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities  
6 in this County and/or conducts substantial business in this County, and (ii) committed the  
7 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.  
8  
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### 10 11 **THE CALIFORNIA CLASS**

12           25. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive  
13 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, (the "UCL") as a Class Action,  
14 pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all  
15 individuals who are or previously were employed by DEFENDANT in California, including any  
16 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees  
17 (the "CALIFORNIA CLASS") at any time during the period beginning during the period March  
18 8, 2023 and October 14, 2025 (the "CALIFORNIA CLASS PERIOD"). The amount in  
19 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million  
20 dollars (\$5,000,000.00).  
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23

24           26. To the extent equitable tolling operates to toll claims by the CALIFORNIA  
25 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted  
26 accordingly.  
27

28           27. DEFENDANT, as a matter of company policy, practice and procedure, and in

1 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order  
2 requirements, and the applicable provisions of California law, intentionally, knowingly, and  
3 wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks  
4 missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT  
5 enjoyed the benefit of this work, required employees to perform this work and permits or suffers  
6 to permit this work.  
7

8  
9 28. DEFENDANT has the legal burden to establish that each and every  
10 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as  
11 required by California laws. The DEFENDANT, however, as a matter of policy and procedure  
12 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in  
13 place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid  
14 as required by law. This common business practice is applicable to each and every  
15 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair,  
16 and/or deceptive under Cal. Business & Professions Code §§ 17200 (the “UCL”) as causation,  
17 damages, and reliance are not elements of this claim.  
18  
19

20 29. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA  
21 CLASS Members is impracticable.  
22

23 30. DEFENDANT violated the rights of the CALIFORNIA CLASS under California  
24 law by:

- 25 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.  
26 Code §§ 17200, (the "UCL"), by unlawfully, unfairly and/or deceptively  
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28

1 having in place company policies, practices and procedures that failed to  
2 record and pay PLAINTIFF and the other members of the CALIFORNIA  
3 CLASS for all time worked, including minimum wages owed and  
4 overtime wages owed for work performed by these employees; and,  
5

- 6 (b) Committing an act of unfair competition in violation of the UCL, by  
7 failing to provide the PLAINTIFF and the other members of the  
8 CALIFORNIA CLASS with the legally required meal and rest periods.  
9

10 31. This Class Action meets the statutory prerequisites for the maintenance of a  
11 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 12 (a) The persons who comprise the CALIFORNIA CLASS are so numerous  
13 that the joinder of all such persons is impracticable and the disposition  
14 of their claims as a class will benefit the parties and the Court;  
15  
16 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues  
17 that are raised in this Complaint are common to the CALIFORNIA  
18 CLASS will apply to every member of the CALIFORNIA CLASS;  
19  
20 (c) The claims of the representative PLAINTIFF are typical of the claims of  
21 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the  
22 other members of the CALIFORNIA CLASS, was classified as a non-  
23 exempt employee paid on an hourly basis who was subjected to the  
24 DEFENDANT's deceptive practice and policy which failed to provide the  
25 legally required meal and rest periods to the CALIFORNIA CLASS and  
26 thereby underpaid compensation to PLAINTIFF and CALIFORNIA  
27  
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1 CLASS. PLAINTIFF sustained economic injury as a result of  
2 DEFENDANT's employment practices. PLAINTIFF and the members of  
3 the CALIFORNIA CLASS were and are similarly or identically harmed  
4 by the same unlawful, deceptive and unfair misconduct engaged in by  
5 DEFENDANT; and,  
6

- 7 (d) The representative PLAINTIFF will fairly and adequately represent and  
8 protect the interest of the CALIFORNIA CLASS, and has retained  
9 counsel who are competent and experienced in Class Action litigation.  
10 There are no material conflicts between the claims of the representative  
11 PLAINTIFF and the members of the CALIFORNIA CLASS that would  
12 make class certification inappropriate. Counsel for the CALIFORNIA  
13 CLASS will vigorously assert the claims of all CALIFORNIA CLASS  
14 Members.  
15  
16

17  
18 32. In addition to meeting the statutory prerequisites to a Class Action, this action  
19 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 20 (a) Without class certification and determination of declaratory, injunctive,  
21 statutory and other legal questions within the class format, prosecution  
22 of separate actions by individual members of the CALIFORNIA  
23 CLASS will create the risk of:  
24

- 25 1) Inconsistent or varying adjudications with respect to individual  
26 members of the CALIFORNIA CLASS which would establish  
27 incompatible standards of conduct for the parties opposing the  
28

CALIFORNIA CLASS; and/or,

2) Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of interests of the other members not party to the adjudication or substantially impair or impede their ability to protect their interests.

(b) The parties opposing the CALIFORNIA CLASS have acted or refused to act on grounds generally applicable to the CALIFORNIA CLASS, making appropriate class-wide relief with respect to the CALIFORNIA CLASS as a whole in that DEFENDANT failed to pay all wages due to members of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question

1 affecting only individual CALIFORNIA CLASS Members, and a Class  
2 Action is superior to other available methods for the fair and efficient  
3 adjudication of the controversy, including consideration of:

4  
5 1) The interests of the members of the CALIFORNIA CLASS in  
6 individually controlling the prosecution or defense of separate  
7 actions in that the substantial expense of individual actions will be  
8 avoided to recover the relatively small amount of economic losses  
9 sustained by the individual CALIFORNIA CLASS Members when  
10 compared to the substantial expense and burden of individual  
11 prosecution of this litigation;  
12

13  
14 2) Class certification will obviate the need for unduly duplicative  
15 litigation that would create the risk of:

16 A. Inconsistent or varying adjudications with respect to  
17 individual members of the CALIFORNIA CLASS, which  
18 would establish incompatible standards of conduct for the  
19 DEFENDANT; and/or,  
20

21 B. Adjudications with respect to individual members of the  
22 CALIFORNIA CLASS would as a practical matter be  
23 dispositive of the interests of the other members not parties  
24 to the adjudication or substantially impair or impede their  
25 ability to protect their interests;  
26  
27

28 3) In the context of wage litigation because a substantial number of

1 individual CALIFORNIA CLASS Members will avoid asserting  
2 their legal rights out of fear of retaliation by DEFENDANT, which  
3 may adversely affect an individual's job with DEFENDANT or  
4 with a subsequent employer, the Class Action is the only means to  
5 assert their claims through a representative; and,  
6

- 7 4) A class action is superior to other available methods for the fair  
8 and efficient adjudication of this litigation because class treatment  
9 will obviate the need for unduly and unnecessary duplicative  
10 litigation that is likely to result in the absence of certification of  
11 this action pursuant to Cal. Code of Civ. Proc. § 382.  
12

13  
14 33. This Court should permit this action to be maintained as a Class Action pursuant  
15 to Cal. Code of Civ. Proc. § 382 because:  
16

- 17 (a) The questions of law and fact common to the CALIFORNIA CLASS  
18 predominate over any question affecting only individual CALIFORNIA  
19 CLASS Members because the DEFENDANT's employment practices  
20 are applied with respect to the CALIFORNIA CLASS;  
21  
22 (b) A Class Action is superior to any other available method for the fair and  
23 efficient adjudication of the claims of the members of the CALIFORNIA  
24 CLASS because in the context of employment litigation a substantial  
25 number of individual CALIFORNIA CLASS Members will avoid  
26 asserting their rights individually out of fear of retaliation or adverse  
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28

1 impact on their employment;

2 (c) The members of the CALIFORNIA CLASS are so numerous that it is  
3 impractical to bring all members of the CALIFORNIA CLASS before the  
4 Court;

5 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be  
6 able to obtain effective and economic legal redress unless the action is  
7 maintained as a Class Action;

8 (e) There is a community of interest in obtaining appropriate legal and  
9 equitable relief for the acts of unfair competition, statutory violations and  
10 other improprieties, and in obtaining adequate compensation for the  
11 damages and injuries which DEFENDANT's actions have inflicted upon  
12 the CALIFORNIA CLASS;

13 (f) There is a community of interest in ensuring that the combined assets of  
14 DEFENDANT are sufficient to adequately compensate the members of  
15 the CALIFORNIA CLASS for the injuries sustained;

16 (g) DEFENDANT has acted or refused to act on grounds generally applicable  
17 to the CALIFORNIA CLASS, thereby making final class-wide relief  
18 appropriate with respect to the CALIFORNIA CLASS as a whole;

19 (h) The members of the CALIFORNIA CLASS are readily ascertainable from  
20 the business records of DEFENDANT; and,

21 (i) Class treatment provides manageable judicial treatment calculated to  
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1 bring a efficient and rapid conclusion to all litigation of all wage and  
2 hour related claims arising out of the conduct of DEFENDANT as to  
3 the members of the CALIFORNIA CLASS.  
4

5 34. DEFENDANT maintains records from which the Court can ascertain and identify  
6 by job title each of DEFENDANT's employees who have been intentionally subjected to  
7 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFF will  
8 seek leave to amend the Complaint to include any additional job titles of similarly situated  
9 employees when they have been identified.  
10  
11

12  
13 **THE CALIFORNIA LABOR SUB-CLASS**

14 35. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh, and  
15 Eighth causes Action on behalf of a California sub-class, defined as all members of the  
16 CALIFORNIA CLASS who are or previously were employed by DEFENDANT in California,  
17 including any employees staffed with DEFENDANT by a third party, and classified as non  
18 exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any time during the period  
19 during the period March 8, 2023 and October 14, 2025 (the "CALIFORNIA LABOR SUB-  
20 CLASS PERIOD") pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for  
21 the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million  
22 dollars (\$5,000,000.00).  
23  
24

25 36. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare  
26 Commission ("IWC") Wage Order requirements, and the applicable provisions of California  
27  
28

1 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed  
2 to correctly calculate compensation for the time worked by PLAINTIFF and the other members  
3 of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these  
4 employees, even though DEFENDANT enjoyed the benefit of this work, required employees  
5 to perform this work and permitted or suffered to permit this work. DEFENDANT has denied  
6 these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are  
7 entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable  
8 tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against  
9 DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted  
10 accordingly.  
11

12  
13  
14 37. DEFENDANT maintains records from which the Court can ascertain and  
15 identify by name and job title, each of DEFENDANT's employees who have been intentionally  
16 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.  
17 PLAINTIFF will seek leave to amend the complaint to include any additional job titles of  
18 similarly situated employees when they have been identified.  
19

20 38. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all  
21 CALIFORNIA LABOR SUB-CLASS Members is impracticable.  
22

23 39. Common questions of law and fact exist as to members of the CALIFORNIA  
24 LABOR SUB-CLASS, including, but not limited, to the following:  
25

- 26 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay  
27 compensation due to members of the CALIFORNIA LABOR SUB-  
28

1 CLASS for missed meal and rest breaks in violation of the California  
2 Labor Code and California regulations and the applicable California  
3 Wage Order;  
4

5 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other  
6 members of the CALIFORNIA LABOR SUB-CLASS with accurate  
7 itemized wage statements;  
8

9 (c) Whether DEFENDANT has engaged in unfair competition by the  
10 above-listed conduct;  
11

12 (d) The proper measure of damages and penalties owed to the members of  
13 the CALIFORNIA LABOR SUB-CLASS; and,  
14

15 (e) Whether DEFENDANT's conduct was willful.

16 40. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS  
17 under California law by:

18 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the  
19 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-  
20 CLASS all wages due for overtime worked, for which DEFENDANT is  
21 liable pursuant to Cal. Lab. Code § 1194;  
22

23 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 by failing to accurately  
24 pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-  
25 CLASS the correct minimum wage pay for which DEFENDANT is liable  
26 pursuant to Cal. Lab. Code §§ 1194 and 1197;  
27  
28

- 1 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the  
2 members of the CALIFORNIA LABOR SUB-CLASS with an accurate  
3 itemized statement in writing showing the corresponding correct amount  
4 of wages earned by the employee;  
5  
6 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide  
7 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
8 CLASS with all legally required off-duty, uninterrupted thirty (30) minute  
9 meal breaks and the legally required off-duty rest breaks;  
10  
11 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that  
12 when an employee is discharged or quits from employment, the employer  
13 must pay the employee all wages due without abatement, by failing to  
14 tender full payment and/or restitution of wages owed or in the manner  
15 required by California law to the members of the CALIFORNIA LABOR  
16 SUB-CLASS who have terminated their employment; and,  
17  
18 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF  
19 and the CALIFORNIA LABOR SUB-CLASS members with necessary  
20 expenses incurred in the discharge of their job duties.  
21  
22

23 41. This Class Action meets the statutory prerequisites for the maintenance of a  
24 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 25 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS  
26 are so numerous that the joinder of all CALIFORNIA LABOR SUB-  
27  
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1 CLASS Members is impracticable and the disposition of their claims as  
2 a class will benefit the parties and the Court;

3  
4 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues  
5 that are raised in this Complaint are common to the CALIFORNIA  
6 LABOR SUB-CLASS and will apply to every member of the  
7 CALIFORNIA LABOR SUB-CLASS;

8  
9 (c) The claims of the representative PLAINTIFF are typical of the claims of  
10 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,  
11 like all the other members of the CALIFORNIA LABOR SUB-CLASS,  
12 was a non-exempt employee paid on an hourly basis who was subjected  
13 to the DEFENDANT's practice and policy which failed to pay the correct  
14 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.  
15 PLAINTIFF sustained economic injury as a result of DEFENDANT's  
16 employment practices. PLAINTIFF and the members of the  
17 CALIFORNIA LABOR SUB-CLASS were and are similarly or  
18 identically harmed by the same unlawful, deceptive, and unfair  
19 misconduct engaged in by DEFENDANT; and,

20  
21  
22  
23 (d) The representative PLAINTIFF will fairly and adequately represent and  
24 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has  
25 retained counsel who are competent and experienced in Class Action  
26 litigation. There are no material conflicts between the claims of the  
27  
28

1 representative PLAINTIFF and the members of the CALIFORNIA  
2 LABOR SUB-CLASS that would make class certification inappropriate.  
3 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously  
4 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.  
5

6 42. In addition to meeting the statutory prerequisites to a Class Action, this action  
7 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:  
8

9 (a) Without class certification and determination of declaratory, injunctive,  
10 statutory and other legal questions within the class format, prosecution of  
11 separate actions by individual members of the CALIFORNIA LABOR  
12 SUB-CLASS will create the risk of:  
13

14 1) Inconsistent or varying adjudications with respect to individual  
15 members of the CALIFORNIA LABOR SUB-CLASS which  
16 would establish incompatible standards of conduct for the parties  
17 opposing the CALIFORNIA LABOR SUB-CLASS; or,  
18

19 2) Adjudication with respect to individual members of the  
20 CALIFORNIA LABOR SUB-CLASS which would as a practical  
21 matter be dispositive of interests of the other members not party to  
22 the adjudication or substantially impair or impede their ability to  
23 protect their interests.  
24

25 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted  
26 or refused to act on grounds generally applicable to the CALIFORNIA  
27  
28

1 LABOR SUB-CLASS, making appropriate class-wide relief with respect  
2 to the CALIFORNIA LABOR SUB-CLASS as a whole in that  
3 DEFENDANT fails to pay all wages due. Including the correct wages for  
4 all time worked by the members of the CALIFORNIA LABOR SUB-  
5 CLASS as required by law;  
6

7 (c) Common questions of law and fact predominate as to the members of the  
8 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and  
9 violations of California Law as listed above, and predominate over any  
10 question affecting only individual CALIFORNIA LABOR SUB-CLASS  
11 Members, and a Class Action is superior to other available methods for  
12 the fair and efficient adjudication of the controversy, including  
13 consideration of:  
14

- 15
- 16 1) The interests of the members of the CALIFORNIA LABOR SUB-  
17 CLASS in individually controlling the prosecution or defense of  
18 separate actions in that the substantial expense of individual  
19 actions will be avoided to recover the relatively small amount of  
20 economic losses sustained by the individual CALIFORNIA  
21 LABOR SUB-CLASS Members when compared to the substantial  
22 expense and burden of individual prosecution of this litigation;  
23
  - 24 2) Class certification will obviate the need for unduly duplicative  
25 litigation that would create the risk of:  
26  
27  
28

1 A. Inconsistent or varying adjudications with respect to  
2 individual members of the CALIFORNIA LABOR SUB-  
3 CLASS, which would establish incompatible standards of  
4 conduct for the DEFENDANT; and/or,  
5

6 B. Adjudications with respect to individual members of the  
7 CALIFORNIA LABOR SUB-CLASS would as a practical  
8 matter be dispositive of the interests of the other members  
9 not parties to the adjudication or substantially impair or  
10 impede their ability to protect their interests;  
11

12 3) In the context of wage litigation because a substantial number of  
13 individual CALIFORNIA LABOR SUB-CLASS Members will  
14 avoid asserting their legal rights out of fear of retaliation by  
15 DEFENDANT, which may adversely affect an individual's job  
16 with DEFENDANT or with a subsequent employer, the Class  
17 Action is the only means to assert their claims through a  
18 representative; and,  
19

20 4) A class action is superior to other available methods for the fair  
21 and efficient adjudication of this litigation because class treatment  
22 will obviate the need for unduly and unnecessary duplicative  
23 litigation that is likely to result in the absence of certification of  
24 this action pursuant to Cal. Code of Civ. Proc. § 382.  
25  
26  
27  
28

1           43.    This Court should permit this action to be maintained as a Class Action pursuant  
2 to Cal. Code of Civ. Proc. § 382 because:

3  
4           (a)    The questions of law and fact common to the CALIFORNIA LABOR  
5 SUB-CLASS predominate over any question affecting only individual  
6 CALIFORNIA LABOR SUB-CLASS Members;

7  
8           (b)    A Class Action is superior to any other available method for the fair and  
9 efficient adjudication of the claims of the members of the CALIFORNIA  
10 LABOR SUB-CLASS because in the context of employment litigation a  
11 substantial number of individual CALIFORNIA LABOR SUB-CLASS  
12 Members will avoid asserting their rights individually out of fear of  
13 retaliation or adverse impact on their employment;

14  
15           (c)    The members of the CALIFORNIA LABOR SUB-CLASS are so  
16 numerous that it is impractical to bring all members of the CALIFORNIA  
17 LABOR SUB-CLASS before the Court;

18  
19           (d)    PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS  
20 Members, will not be able to obtain effective and economic legal redress  
21 unless the action is maintained as a Class Action;

22  
23           (e)    There is a community of interest in obtaining appropriate legal and  
24 equitable relief for the acts of unfair competition, statutory violations and  
25 other improprieties, and in obtaining adequate compensation for the  
26 damages and injuries which DEFENDANT's actions have inflicted upon  
27  
28

1 the CALIFORNIA LABOR SUB-CLASS;

- 2 (f) There is a community of interest in ensuring that the combined assets of  
3 DEFENDANT are sufficient to adequately compensate the members of  
4 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;  
5  
6 (g) DEFENDANT has acted or refused to act on grounds generally applicable  
7 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-  
8 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-  
9 CLASS as a whole;  
10  
11 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily  
12 ascertainable from the business records of DEFENDANT. The  
13 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA  
14 CLASS Members who worked for DEFENDANT in California at any  
15 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,  
16  
17 (i) Class treatment provides manageable judicial treatment calculated to bring  
18 a efficient and rapid conclusion to all litigation of all wage and hour  
19 related claims arising out of the conduct of DEFENDANT as to the  
20 members of the CALIFORNIA LABOR SUB-CLASS.  
21  
22

23  
24 **FIRST CAUSE OF ACTION**

25 **For Unlawful Business Practices**

26  
27 **[Cal. Bus. And Prof. Code §§ 17200]**  
28

1           **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

2           44.     PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege  
3  
4 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of  
5 this Complaint.

6           45.     DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.  
7  
8 Code § 17021.

9           46.     California Business & Professions Code §§ 17200, (the “UCL”) defines unfair  
10 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203  
11 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair  
12 competition as follows:

13  
14           Any person who engages, has engaged, or proposes to engage in unfair  
15 competition may be enjoined in any court of competent jurisdiction. The court  
16 may make such orders or judgments, including the appointment of a receiver,  
17 as may be necessary to prevent the use or employment by any person of any  
18 practice which constitutes unfair competition, as defined in this chapter, or as  
19 may be necessary to restore to any person in interest any money or property,  
20 real or personal, which may have been acquired by means of such unfair  
21 competition.

22 Cal. Bus. & Prof. Code § 17203.

23           47.     By the conduct alleged herein, DEFENDANT has engaged and continues to  
24 engage in a business practice which violates California law, including but not limited to, the  
25 applicable Industrial Wage Order(s), the California Code of Regulations and the California  
26 Labor Code including Sections 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802 and  
27 the Fair Labor Standards Act and federal regulations promulgated thereunder, for which this  
28 Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code §

1 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair  
2 competition, including restitution of wages wrongfully withheld.

3  
4 48. By the conduct alleged herein, DEFENDANT's practices were unlawful and  
5 unfair in that these practices violate public policy, were immoral, unethical, oppressive,  
6 unscrupulous or substantially injurious to employees, and were without valid justification or  
7 utility for which this Court should issue equitable and injunctive relief pursuant to Section  
8 17203 of the California Business & Professions Code, including restitution of wages wrongfully  
9 withheld.  
10

11 49. By the conduct alleged herein, DEFENDANT's practices were deceptive and  
12 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated  
13 meal and rest periods, the required amount of compensation for missed meal and rest periods  
14 and overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse  
15 all necessary business expenses incurred, and failed to provide Fair Labor Standards Act  
16 overtime wages due for overtime worked as a result of failing to include non-discretionary  
17 incentive compensation into their regular rates of pay for purposes of computing the proper  
18 overtime pay due to a business practice that cannot be justified, pursuant to the applicable Cal.  
19 Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§  
20 17200, and for which this Court should issue injunctive and equitable relief, pursuant to Cal.  
21 Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.  
22  
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24

25 50. By the conduct alleged herein, DEFENDANT's practices were also unlawful,  
26 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and  
27  
28

1 the other members of the CALIFORNIA CLASS to be underpaid during their employment  
2 with DEFENDANT.

3  
4 51. By the conduct alleged herein, DEFENDANT's practices were also unlawful,  
5 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to provide  
6 all legally required meal breaks to PLAINTIFF and the other members of the CALIFORNIA  
7 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.  
8

9 52. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each  
10 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty  
11 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of  
12 pay for each workday in which a second off-duty meal period was not timely provided for  
13 each ten (10) hours of work.  
14

15 53. PLAINTIFF further demands on behalf of herself and each member of the  
16 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off  
17 duty paid rest period was not timely provided as required by law.  
18

19 54. By and through the unlawful and unfair business practices described herein,  
20 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the  
21 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and  
22 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the  
23 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT  
24 to unfairly compete against competitors who comply with the law.  
25  
26

27 55. All the acts described herein as violations of, among other things, the Industrial  
28

1 Welfare Commission Wage Orders, the California Code of Regulations, and the California  
2 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,  
3 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and  
4 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200.  
5

6 56. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
7 and do, seek such relief as may be necessary to restore to them the money and property which  
8 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the  
9 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and  
10 unfair business practices, including earned but unpaid wages for all time worked.  
11

12 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
13 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair  
14 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from  
15 engaging in any unlawful and unfair business practices in the future.  
16

17 58. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,  
18 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices  
19 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.  
20 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the  
21 other members of the CALIFORNIA CLASS have suffered and will continue to suffer  
22 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to  
23 engage in these unlawful and unfair business practices.  
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1 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the  
2 CALIFORNIA LABOR SUB-CLASS.

3  
4 64. DEFENDANT's unlawful wage and hour practices manifested, without  
5 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of  
6 implementing a policy and practice that denies accurate compensation to PLAINTIFF and the  
7 other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.  
8

9 65. In committing these violations of the California Labor Code, DEFENDANT  
10 inaccurately calculated the correct time worked and consequently underpaid the actual time  
11 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.  
12 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other  
13 benefits in violation of the California Labor Code, the Industrial Welfare Commission  
14 requirements and other applicable laws and regulations.  
15

16  
17 66. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,  
18 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not  
19 receive the correct minimum wage compensation for their time worked for DEFENDANT.  
20

21 67. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT  
22 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS  
23 Members to work without paying them for all the time they were under DEFENDANT's  
24 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other  
25 members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they  
26 were entitled to, constituting a failure to pay all earned wages.  
27  
28

1           68. By virtue of DEFENDANT's unlawful failure to accurately pay all earned  
2 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
3 CLASS for the true time they worked, PLAINTIFF and the other members of the  
4 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic  
5 injury in amounts which are presently unknown to them and which will be ascertained  
6 according to proof at trial.  
7

8  
9           69. DEFENDANT knew or should have known that PLAINTIFF and the other  
10 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time  
11 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,  
12 to not pay employees for their labor as a matter of company policy, practice and procedure, and  
13 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members  
14 of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.  
15

16  
17           70. In performing the acts and practices herein alleged in violation of California labor  
18 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for  
19 all time worked and provide them with the requisite compensation, DEFENDANT acted and  
20 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other  
21 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for  
22 their legal rights, or the consequences to them, and with the despicable intent of depriving them  
23 of their property and legal rights, and otherwise causing them injury in order to increase  
24 company profits at the expense of these employees.  
25

26  
27           71. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
28

1 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as  
2 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided  
3 by the California Labor Code and/or other applicable statutes. To the extent minimum wage  
4 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members  
5 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§  
6 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties  
7 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these  
8 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein  
9 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA  
10 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

### 11 **THIRD CAUSE OF ACTION**

#### 12 **For Failure To Pay Overtime Compensation**

13 **[Cal. Lab. Code § 510]**

14 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
15 **Defendants)**

16 72. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,  
17 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs  
18 of this Complaint.

19 73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
20 bring a claim for DEFENDANT's willful and intentional violations of the California Labor  
21 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay

1 these employees for all overtime worked, including, work performed in excess of eight (8)  
2 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any  
3 workweek.  
4

5 74. Cal. Lab. Code § 510 further provides that employees in California shall not be  
6 employed more than eight (8) hours per workday and more than forty (40) hours per workweek  
7 unless they receive additional compensation beyond their regular wages in amounts specified  
8 by law.  
9

10 75. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
11 including minimum wage and overtime compensation and interest thereon, together with the  
12 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for  
13 longer hours than those fixed by the Industrial Welfare Commission is unlawful.  
14

15 76. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and  
16 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by  
17 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,  
18 including overtime work.  
19

20 78. DEFENDANT's unlawful wage and hour practices manifested, without  
21 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of  
22 implementing a policy and practice that failed to accurately record overtime worked by  
23 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate  
24 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
25 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)  
26  
27  
28

1 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any  
2 workweek.

3  
4 79. In committing these violations of the California Labor Code, DEFENDANT  
5 inaccurately recorded overtime worked and consequently underpaid the overtime worked by  
6 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted  
7 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation  
8 of the California Labor Code, the Industrial Welfare Commission requirements and other  
9 applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage practices  
10 as alleged herein, the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
11 CLASS did not receive full compensation for overtime worked.  
12  
13

14 80. Cal. Lab. Code § 515 sets out various categories of employees who are exempt  
15 from the overtime requirements of the law. None of these exemptions are applicable to the  
16 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,  
17 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not  
18 subject to a valid collective bargaining agreement that would preclude the causes of action  
19 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of  
20 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations  
21 of non-negotiable, non-waiveable rights provided by the State of California.  
22  
23

24 81. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the  
25 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime  
26 worked that they are entitled to, constituting a failure to pay all earned wages.  
27  
28

1           82.     DEFENDANT failed to accurately pay the PLAINTIFF and the other members  
2 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which  
3 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,  
4 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR  
5 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT  
6 failed to accurately record and pay as evidenced by DEFENDANT's business records and  
7 witnessed by employees.  
8

9  
10           83.     By virtue of DEFENDANT's unlawful failure to accurately pay all earned  
11 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-  
12 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the  
13 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic  
14 injury in amounts which are presently unknown to them and which will be ascertained  
15 according to proof at trial.  
16  
17

18           84.     DEFENDANT knew or should have known that PLAINTIFF and the other  
19 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime  
20 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,  
21 to not pay employees for their labor as a matter of company policy, practice and procedure, and  
22 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members  
23 of the CALIFORNIA LABOR SUB-CLASS for overtime worked.  
24

25           85.     In performing the acts and practices herein alleged in violation of California labor  
26 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for  
27  
28

1 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT  
2 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and  
3 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter  
4 disregard for their legal rights, or the consequences to them, and with the despicable intent of  
5 depriving them of their property and legal rights, and otherwise causing them injury in order  
6 to increase company profits at the expense of these employees.  
7

8  
9 86. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS  
10 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,  
11 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided  
12 by the California Labor Code and/or other applicable statutes. To the extent minimum and/or  
13 overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS  
14 Members who have terminated their employment, DEFENDANT's conduct also violates Labor  
15 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time  
16 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these  
17 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein  
18 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA  
19 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.  
20  
21  
22

#### 23 **FOURTH CAUSE OF ACTION**

#### 24 **For Failure to Provide Required Meal Periods**

25 **[Cal. Lab. Code §§ 226.7 & 512 ]**

26 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
27  
28

**Defendants)**

87. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

88. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records from time to time. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

89. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable

1 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-  
2 CLASS Members who were not provided a meal period, in accordance with the applicable  
3 Wage Order, one additional hour of compensation at each employee's regular rate of pay for  
4 each workday that a meal period was not provided.  
5

6 90. As a proximate result of the aforementioned violations, PLAINTIFF and  
7 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according  
8 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of  
9 suit.  
10

11 **FIFTH CAUSE OF ACTION**

12 **For Failure to Provide Required Rest Periods**

13 **[Cal. Lab. Code §§ 226.7 & 512 ]**

14 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
15 **Defendants)**  
16

17 91. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
18 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior  
19 paragraphs of this Complaint.  
20

21 92. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from  
22 time to time required to work in excess of four (4) hours without being provided ten (10) minute  
23 rest periods. Further, these employees from time to time were denied their first rest periods of  
24 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and  
25 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and  
26  
27  
28

1 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some  
2 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other  
3 CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages  
4 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other  
5 CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest  
6 periods by DEFENDANT and DEFENDANT's managers.  
7

8  
9 93. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable  
10 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-  
11 CLASS Members who were not provided a rest period, in accordance with the applicable Wage  
12 Order, one additional hour of compensation at each employee's regular rate of pay for each  
13 workday that rest period was not provided.  
14

15 94. As a proximate result of the aforementioned violations, PLAINTIFF and  
16 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according  
17 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of  
18 suit.  
19

20 **SIXTH CAUSE OF ACTION**

21 **For Failure to Provide Accurate Itemized Statements**

22 **[Cal. Lab. Code § 226]**

23 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
24 **Defendants)**  
25

26 95. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,  
27  
28

1 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs  
2 of this Complaint.

3  
4 96. Cal. Labor Code § 226 provides that an employer must furnish employees with  
5 an “accurate itemized” statement in writing showing:

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

24 97. From time to time, DEFENDANT also failed to provide PLAINTIFF and the  
25 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage  
26 statements which failed to show, among other things, the correct gross and net wages earned.  
27 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees  
28 with an accurate itemized wage statement in writing showing, among other things, gross wages  
earned and all applicable hourly rates in effect during the pay period and the corresponding  
amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA LABOR SUB-  
CLASS Members were paid on an hourly basis. As such, the wage statements should reflect

1 all applicable hourly rates during the pay period and the total hours worked, and the applicable  
2 pay period in which the wages were earned pursuant to California Labor Code Section 226(a).  
3  
4 The wage statements DEFENDANT provided to PLAINTIFF and other CALIFORNIA  
5 LABOR SUB-CLASS Members failed to identify such information. More specifically, the wage  
6 statements failed to identify the accurate total hours worked each pay period. When the hours  
7 shown on the wage statements were added up, they did not equal the actual total hours worked  
8 during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed  
9 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage  
10 statement that lists all the requirements under California Labor Code 226. As a result,  
11 DEFENDANT from time to time provided PLAINTIFF and the other members of the  
12 CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code §  
13 226.  
14

15  
16 98. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code  
17 § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA  
18 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended  
19 calculating the correct wages for all missed meal and rest breaks and the amount of employment  
20 taxes which were not properly paid to state and federal tax authorities. These damages are  
21 difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA  
22 LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the  
23 initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each  
24 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according  
25  
26  
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28

1 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for  
2 PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

3  
4 **SEVENTH CAUSE OF ACTION**

5 **For Failure to Reimburse Employees for Required Expenses**

6 **[Cal. Lab. Code § 2802]**

7  
8 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**  
9 **Defendants)**

10 99. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members  
11 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs  
12 of this Complaint.  
13

14 100. Cal. Lab. Code § 2802 provides, in relevant part, that:

15 An employer shall indemnify his or her employee for all necessary  
16 expenditures or losses incurred by the employee in direct consequence of the  
17 discharge of his or her duties, or of his or her obedience to the directions of  
18 the employer, even though unlawful, unless the employee, at the time of  
obeying the directions, believed them to be unlawful.

19 101. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by  
20 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS  
21 members for required expenses incurred in the discharge of their job duties for DEFENDANT's  
22 benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-  
23 CLASS members for expenses which included, but were not limited to, costs related to using  
24 their personal cellular phones on behalf of and for the benefit of DEFENDANT. Specifically,  
25 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were required by  
26  
27  
28

1 DEFENDANT to use their personal cellular phones and home offices in order to perform work  
2 related job tasks. DEFENDANT's policy and practice was to not reimburse PLAINTIFF and  
3 the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their  
4 personal cellular phones and home offices for DEFENDANT within the course and scope of  
5 their employment for DEFENDANT. These expenses were necessary to complete their  
6 principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any  
7 waiver of this expectation. Although these expenses were necessary expenses incurred by  
8 PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to  
9 indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members  
10 for these expenses as an employer is required to do under the laws and regulations of California.  
11  
12

13  
14 102. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred  
15 by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job  
16 duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest  
17 at the statutory rate and costs under Cal. Lab. Code § 2802.  
18

19 **EIGHTH CAUSE OF ACTION**

20 **For Failure to Pay Sick Pay Wages**

21 **[ Cal. Lab. Code §§ 201-203, 233, 246]**

22 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

23 **and Against All Defendants)**

24  
25 103. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-  
26 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior  
27  
28

1 paragraphs of this Complaint.

2           104. Cal Lab. Code § 233 provides that an employer must permit an employee to  
3 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current  
4 rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages  
5 for use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick  
6 leave is used as paid sick time, an employee has a vested right to sick pay wages, which an  
7 employer must calculate and compensate based on one of two calculations: (i) "Paid sick time  
8 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for  
9 the workweek in which the employee uses paid sick time, whether or not the employee actually  
10 works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be  
11 calculated by dividing the employee's total wages, not including overtime premium pay, by the  
12 employee's total hours worked in the full pay periods of the prior 90 days of employment."  
13 Under Cal Lab. Code §§ 218 and 233, employees may sue to recover underpaid sick pay wages  
14 as damages.

15           105. As a matter of policy and practice, DEFENDANT pays sick pay wages to  
16 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the  
17 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-  
18 CLASS regularly use accrued sick leave in the workweeks in which they also earn non-hourly  
19 remuneration. As a matter of policy and practice, DEFENDANT pays sick pay wages to  
20 PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS at the base  
21 hourly pay, as opposed to the regular rate of pay, which would consider all non-hourly  
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1 remuneration in addition to base hourly wages, or the rate resulting from dividing the  
2 employee's total wages, not including overtime premium pay, by the employee's total hours  
3 worked in the full pay periods of the prior 90 days of employment. As a result, DEFENDANT  
4 underpaid sick pay wages to PLAINTIFF and the other members of the CALIFORNIA  
5 LABOR-SUB-CLASS.  
6

7  
8 106. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave,  
9 vested sick pay wages are due and to be paid no later than the payday for the next regular  
10 payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code §  
11 201 provides that if an employer discharges an employee, wages earned and unpaid at the time  
12 of discharge are due and payable immediately. Cal. Lab. Code § 202 provides that an employee  
13 is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her  
14 employment, unless the employee has given 72-hour notice of his or her intention to quit, in  
15 which case the employee is entitled to his or her wages at the time of quitting. The Labor Code  
16 penalizes untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer  
17 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the  
18 wages of the employee shall continue as a penalty from the due date, and at the same rate until  
19 paid, but the wages shall not continue for more than thirty (30) days. Under Cal. Lab. Code §§  
20 203 and 218, employees may sue to recover applicable penalties.  
21  
22  
23

24 107. As alleged herein and as a matter of policy and practice, DEFENDANT routinely  
25 underpays sick pay wages and thus did not timely pay PLAINTIFF and the other members of  
26 the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay wages. As a result,  
27  
28

1 DEFENDANT violates Cal. Lab. Code §§ 201-203, 233, and 246, among other Labor Code  
2 provisions. PLAINTIFF is informed and believes that DEFENDANT was advised by skilled  
3 lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to  
4 PLAINTIFF's allegations, especially since the California Supreme Court has explained that  
5 "[c]ourts have recognized that 'wages' also include those benefits to which an employee is  
6 entitled as a part of his or her compensation, including money, room, board, clothing, vacation  
7 pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4<sup>th</sup> 1094, 1103  
8 (2007)(emphasis added). Because DEFENDANT willfully fails to timely pay PLAINTIFF and  
9 the other members of the CALIFORNIA LABOR-SUB-CLASS all sick pay wages due,  
10 DEFENDANT is subject to applicable penalties.

11 108. Such a pattern, practice, and uniform administration of corporate policy is  
12 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-  
13 CLASS to underpaid sick pay wages, including interest thereon, applicable penalties, attorney's  
14 fees, and costs of suit.

### 15 **NINTH CAUSE OF ACTION**

#### 16 **For Violation of the Private Attorneys General Act**

17 **[Cal. Lab. Code §§ 2698, *et seq.*]**

18 **(By PLAINTIFF and Against All Defendants)**

19 109. PLAINTIFF realleges and incorporates by this reference, as though fully set  
20 forth herein, the prior paragraphs of this Complaint.

21 110. PAGA is a mechanism by which the State of California itself can enforce state

1 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the  
2 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is  
3 fundamentally a law enforcement action designed to protect the public and not to benefit private  
4 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means  
5 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting  
6 PAGA, the California Legislature specified that "it was ... in the public interest to allow  
7 aggrieved employees, acting as private attorneys general to recover civil penalties for Labor  
8 Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to  
9 arbitration.

10  
11  
12  
13 111. PLAINTIFF, and such persons that may be added from time to time who  
14 satisfy the requirements and exhaust the administrative procedures under the Private Attorney  
15 General Act, bring this Representative Action on behalf of the State of California with respect  
16 to themselves and all individuals who are or previously were employed by DEFENDANT in  
17 California, including any employees staffed with DEFENDANT by a third party, and classified  
18 as nonexempt employees ("AGGRIEVED EMPLOYEES") during the time period of May 7,  
19 2023 until and through October 14, 2025 (the "PAGA PERIOD").

20  
21  
22 112. On May 7, 2024, PLAINTIFF gave written notice by electronic mail to the  
23 Labor and Workforce Development Agency (the "Agency") and by certified mail to the  
24 employer of the specific provisions of this code alleged to have been violated as required by  
25 Labor Code § 2699.3. *See Exhibit #1*, attached hereto and incorporated by this reference herein  
26 (*PAGA Notice only without draft complaint*). The statutory waiting period for PLAINTIFF to  
27  
28

1 add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3,  
2 PLAINTIFF may pursue a representative civil action under PAGA pursuant to Section 2699 as  
3 the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein  
4 defined.  
5

6 113. The policies, acts and practices heretofore described were and are an unlawful  
7 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the  
8 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record  
9 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed  
10 to pay overtime wages and sick pay wages, and (e) failed to reimburse employees for required  
11 expenses, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,  
12 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,  
13 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-  
14 (B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating),  
15 and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such  
16 conduct.<sup>1</sup> PLAINTIFF hereby seek recovery of civil penalties as prescribed by the Labor Code  
17 Private Attorney General Act of 2004 as the representatives of the State of California for the  
18 illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.  
19

20 114. All of the conduct and violations alleged herein occurred during the PAGA  
21 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect  
22 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations  
23 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*  
24  
25  
26  
27  
28

**PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and,
- D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) Compensatory damages, according to proof at trial, including compensatory

1 damages for minimum and overtime compensation due PLAINTIFF and the other  
2 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable  
3 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the  
4 statutory rate;

5  
6 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period  
7 in which a violation occurs and one hundred dollars (\$100) per each member of  
8 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay  
9 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and  
10 an award of costs for violation of Cal. Lab. Code § 226;

11  
12 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and  
13 the applicable IWC Wage Order;

14  
15 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and  
16 1197;

17  
18 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA  
19 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and  
20 costs of suit.; and,

21  
22 G) The wages of all terminated employees in the CALIFORNIA LABOR  
23 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or  
24 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

25  
26 3. On behalf of the State of California and with respect to all AGGRIEVED  
27 EMPLOYEES:  
28

1 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys  
2 General Act of 2004.

3  
4 4. On all claims:

5 A) An award of interest, including prejudgment interest at the legal rate;

6 B) Such other and further relief as the Court deems just and equitable; and,

7 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the  
8 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,  
9 and/or §2802.  
10

11 Dated: August 27, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

12  
13  
14  
15 By: /s/ Justin Hewgill

16 Norman B. Blumenthal

17 Nicholas J. De Blouw

18 Justin Hewgill

19 *Attorneys for Plaintiff*  
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**DEMAND FOR A JURY TRIAL**

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: August 27, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Justin Hewgill  
Norman B. Blumenthal  
Nicholas J. De Blouw  
Justin Hewgill

*Attorneys for Plaintiff*

# **EXHIBIT 1**

# **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA  
LA JOLLA, CALIFORNIA 92037**

**Web Site: [www.bamlawca.com](http://www.bamlawca.com)**

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**Phone: (858) 551-1223**

**Fax: (858) 551-1232**

**WRITERS E-MAIL:  
[Nick@bamlawca.com](mailto:Nick@bamlawca.com)**

**WRITERS EXT:  
1004**

**May 7, 2024  
CA3293**

## **VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

**Labor and Workforce Development Agency  
Online Filing**

**Sol Business Services LLC  
Certified Mail #9589071052700298442824  
Amby Nair  
49019 FEATHER GRASS TER  
FREMONT, CA 94539**

**Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.**

**Dear Sir/Madam:**

“Aggrieved Employees” refers to all individuals who are or previously were employed by Sol Business Services LLC in California, including any employees staffed with Sol Business Services LLC by a third party, and classified as non-exempt employees during the time period of May 7, 2023 until a date as determined by the Court. Our offices represent Tatiana Armstrong (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Sol Business Services LLC (“Defendant”). Plaintiff has been employed by Defendant in California since July of 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest

periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw  
Nicholas J. De Blouw, Esq.