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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RITA TALBERT, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

AMAZON RETAIL LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 2:24-cv-10306 FMO (SSCx)

CLASS ACTION

**FOURTH AMENDED COMPLAINT
FOR:**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

9. Penalties under the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

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1 Plaintiff RITA TALBERT, an individual (“PLAINTIFF”), demanding a jury
2 trial, on behalf of herself and all other persons similarly situated, hereby alleges as
3 follows:

4 **JURISDICTION AND VENUE**

5 1. JONATHAN CHICAS (“CHICAS”) and DARRIUS PARRISH
6 (“PARRISH”) originally filed this action in the Superior Court of the State of
7 California because CHICAS is a resident of the State of California, and Defendants
8 AMAZON RETAIL LLC, a Delaware limited liability company, and DOES 1
9 through 50 (collectively, “DEFENDANTS”), are qualified to do business in
10 California and regularly conduct business in California. Further, no federal question
11 is at issue because the claims are based solely on California law.

12 2. CHICAS and PARRISH originally filed this action in the County of
13 Los Angeles, California because CHICAS and PARRISH, and other persons
14 similarly situated, performed work for DEFENDANTS in the County of Los
15 Angeles, DEFENDANTS maintain offices and facilities and transact business in the
16 County of Los Angeles, and DEFENDANTS’ illegal payroll policies and practices
17 which are the subject of this action were applied, at least in part, to CHICAS and
18 PARRISH, and other persons similarly situated, in the County of Los Angeles. On
19 November 27, 2024, DEFENDANTS removed this action to the United States
20 District Court for the Central District of California, pursuant to the Class Action
21 Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, and 1711.

22 3. On December 19, 2025, PARRISH was dismissed as a plaintiff.

23 4. On March 19, 2026, CHICAS was dismissed as a plaintiff.

24 **PLAINTIFF**

25 5. PLAINTIFF is a resident and citizen of the State of California and a
26 non-exempt employee of DEFENDANTS during the relevant time period.
27 PLAINTIFF was employed by DEFENDANTS from approximately August 16,
28 2024 to September 25, 2024.

6. PLAINTIFF, on behalf of herself and all other similarly situated current and former non-exempt employees of DEFENDANTS in the State of California at any time from January 19, 2022, and continuing while this action is pending, brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and quitting employees, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, failure to provide accurate itemized wage statements, and interest, attorneys' fees, costs, and expenses.

7. PLAINTIFF brings this action on behalf of herself and the following similarly situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of DEFENDANTS in the State of California at any time beginning on January 19, 2022 and ending at the time this action settles or the class is certified (the “CLASS PERIOD”). PLAINTIFF reserves the right to name additional class representatives. The CLASS PERIOD begins on January 19, 2022 because a prior class action settlement and release in *Schneider v. Amazon Retail LLC*, Los Angeles Superior Court Case No. 21STCV26226, covered the claims alleged herein for the period of May 5, 2017 to January 18, 2022.

DEFENDANTS

8. PLAINTIFF is informed and believes, and thereon alleges, that Defendant AMAZON RETAIL LLC is, and at all times relevant hereto was, a Delaware limited liability company. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant AMAZON RETAIL LLC is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, Defendant AMAZON RETAIL LLC maintains offices and facilities and conducts business in, and engages in illegal payroll practices or

1 policies in, the County of Los Angeles, State of California.

2 9. The true names and capacities of DOES 1 through 50, inclusive, are
3 unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE
4 Defendants under fictitious names. PLAINTIFF is informed and believes, and
5 thereon alleges, that each Defendant designated as a DOE is in some manner highly
6 responsible for the occurrences alleged herein, and that PLAINTIFF and CLASS
7 MEMBERS' injuries and damages, as alleged herein, were proximately caused by
8 the conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to
9 amend this Complaint to allege their true names and capacities of such DOE
10 Defendants when ascertained.

11 10. At all relevant times herein, DEFENDANTS were the joint employers
12 of PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes,
13 and thereon alleges, that at all times material to this complaint DEFENDANTS
14 were the alter egos, divisions, affiliates, integrated enterprises, joint employers,
15 subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
16 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each
17 Defendant was completely dominated by his, her or its co-Defendant, and each was
18 the alter ego of the other.

19 11. At all relevant times herein, PLAINTIFF and CLASS MEMBERS
20 were employed by DEFENDANTS under employment agreements that were partly
21 written, partly oral, and partly implied. In perpetrating the acts and omissions
22 alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in
23 furtherance of, their policies and practices of not paying PLAINTIFF and CLASS
24 MEMBERS all wages earned and due, through methods and schemes which
25 include, but are not limited to, failing to pay overtime premiums; failing to provide
26 rest and meal periods; failing to properly maintain records; failing to provide
27 accurate itemized statements for each pay period; failing to properly compensate
28 PLAINTIFF and CLASS MEMBERS for necessary expenditures; and requiring,

1 permitting or suffering the employees to work off the clock, in violation of the
2 California Labor Code and the applicable Welfare Commission (“IWC”) Orders.

3 12. PLAINTIFF is informed and believes, and thereon alleges, that each
4 and every one of the acts and omissions alleged herein were performed by, and/or
5 attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or
6 under the direction and control of, each of the other DEFENDANTS, and that said
7 acts and failures to act were within the course and scope of said agency,
8 employment and/or direction and control.

9 13. Pursuant to California Labor Code § 558.1, DEFENDANTS and any
10 person acting on behalf of any of the DEFENDANTS, are liable for violating, or
11 causing to violate, any provision regulating minimum wages or hours and days of
12 work in any order of the Industrial Welfare Commission, or Labor Code §§ 203,
13 226, 226.7, 1193.6, 1194, or 2802.

14 14. As a direct and proximate result of the unlawful actions of
15 DEFENDANTS, PLAINTIFF and CLASS MEMBERS have suffered, and continue
16 to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof
17 at trial, and within the jurisdiction of this Court.

18 **CLASS ACTION ALLEGATIONS**

19 15. This action is appropriately suited for a Class Action because:

20 a. The potential class is defined as: all hourly non-exempt
21 employees of DEFENDANTS in the State of California from January 19, 2022
22 through to judgment. The exact size of the potential class is unknown to
23 PLAINTIFF at this time because the information is in DEFENDANTS’ exclusive
24 possession, custody, or control. However, the potential class is ascertainable based
25 on that information, namely DEFENDANTS’ employment and time and pay
26 records for PLAINTIFF and CLASS MEMBERS.

27 b. The potential class is a significant number. Joinder of all current
28 and former employees individually would be impractical. The violations suffered

1 by PLAINTIFF and CLASS MEMBERS, as described herein, resulted from the
2 same illegal wage-and-hour policies and practices of DEFENDANTS during the
3 CLASS PERIOD.

4 c. This action involves common questions of law and fact to the
5 potential class because the action focuses on DEFENDANTS' systematic course of
6 illegal payroll practices and policies, including depriving PLAINTIFF and CLASS
7 MEMBERS of proper compensation, which was applied to all non-exempt
8 employees in violation of the Labor Code and the applicable IWC wage order.

9 d. The claims of PLAINTIFF are typical of the class because
10 DEFENDANTS subjected all non-exempt employees to identical violations of the
11 Labor Code and the applicable IWC wage order as described in more detail herein.

12 e. PLAINTIFF is able to fairly and adequately protect the interests
13 of all members of the class because it is in her best interests to prosecute the claims
14 alleged herein to obtain full compensation due to her for all services rendered and
15 hours worked.

16 f. A class action is superior here where the joinder of many
17 individual CLASS MEMBERS is impractical and the violations suffered by
18 PLAINTIFF and CLASS MEMBERS, as described herein, resulted from the illegal
19 wage-and-hour policies and practices of DEFENDANTS during the CLASS
20 PERIOD.

21 **FIRST CAUSE OF ACTION**

22 **Failure to Provide Required Meal Periods**

23 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001,**
24 **§ 11]**

25 **(Against all DEFENDANTS)**

26 16. PLAINTIFF incorporates herein by specific reference, as though fully
27 set forth, the allegations in the foregoing paragraphs.

28 17. During the CLASS PERIOD, as part of DEFENDANTS' illegal

1 payroll policies and practices to deprive their non-exempt employees all wages
2 earned and due, DEFENDANTS required, permitted or otherwise suffered
3 PLAINTIFF and CLASS MEMBERS to take less than the 30-minute meal period,
4 or to work through them, and have failed to otherwise provide the required meal
5 periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
6 § 226.7, 512 and IWC Order No. 7-2001, § 11.

7 18. DEFENDANTS further violated California Labor Code §§ 226.7 and
8 IWC Wage Order No. 7-2001, § 11 by failing to compensate PLAINTIFF and
9 CLASS MEMBERS who were not provided with a meal period, in accordance with
10 the applicable wage order, one additional hour of compensation at each employee's
11 regular rate of pay for each workday that a meal period was not provided.

12 19. DEFENDANTS further violated California Labor Code §§ 226.7, 510,
13 1194, 1197, and IWC Wage Order No. 7-2001 by failing to compensate
14 PLAINTIFF and CLASS MEMBERS for all hours worked during their meal
15 periods.

16 20. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS
17 were not permitted to start a meal period without obtaining authorization from the
18 supervisor. Because PLAINTIFF and CLASS MEMBERS could not take their meal
19 period without authorization from a supervisor, DEFENDANTS often required
20 PLAINTIFF and CLASS MEMBERS to take their meal period after the fifth hour
21 of work. DEFENDANTS typically scheduled PLAINTIFF to work from 9:00 a.m.
22 to 5:00 p.m. PLAINTIFF was frequently unable to take uninterrupted duty-free
23 meal periods prior to her fifth hour of work. For example, DEFENDANTS
24 provided PLAINTIFF with a radio that DEFENDANTS required PLAINTIFF to
25 monitor at all times, including on her meal breaks.

26 21. During the CLASS PERIOD, DEFENDANTS also frequently
27 interrupted PLAINTIFF and CLASS MEMBERS during their meal periods to ask
28 work-related questions, including updates on pallets and inventory and how much

1 work had been done for the day. PLAINTIFF and CLASS MEMBERS were also
2 interrupted during their meal periods to return to work before the end of their thirty-
3 minute meal period. When returning to work before the end of the thirty-minute
4 meal period, DEFENDANTS instructed PLAINTIFF and CLASS MEMBERS to
5 not clock back in until the full lunch time ended, requiring employees to take
6 shortened meal periods without meal premium pay.

7 22. During the CLASS PERIOD, DEFENDANTS also failed to give
8 PLAINTIFF and CLASS MEMBERS a second meal period when working in
9 excess of ten hours a day. DEFENDANTS did not pay PLAINTIFF and CLASS
10 MEMBERS a meal premium when a second meal period was not taken on days
11 worked in excess of ten hours. As a proximate result of the aforementioned
12 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount
13 according to proof at trial, and seek all wages earned and due, interest, penalties,
14 expenses, and costs of suit.

15 **SECOND CAUSE OF ACTION**

16 **Failure to Provide Required Rest Periods**

17 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 12]**

18 **(Against all DEFENDANTS)**

19 23. PLAINTIFF incorporates herein by specific reference, as though fully
20 set forth, the allegations in the foregoing paragraphs.

21 24. At all times relevant herein, as part of DEFENDANTS' illegal payroll
22 policies and practices to deprive their non-exempt employees all wages earned and
23 due, DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS
24 MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC
25 Wage Order No. 7-2001, § 12.

26 25. DEFENDANTS further violated California Labor Code § 226.7 and
27 IWC Wage Order No. 7-2001, § 12 by failing to pay PLAINTIFF and CLASS
28 MEMBERS who were not provided with a rest period, in accordance with the

1 applicable wage order, one additional hour of compensation at each employee's
2 regular rate of pay for each workday that a rest period was not provided.

3 26. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS'
4 rest periods were frequently interrupted, short, and/or missed. DEFENDANTS'
5 supervisors interrupted PLAINTIFF and CLASS MEMBERS' rest periods by
6 requiring them to leave their rest period to perform additional work, including
7 putting items back in the freezers and restocking shelves. PLAINTIFF and CLASS
8 MEMBERS' supervisors on occasion also denied employees their rest breaks by
9 requiring them to continue to perform work. Additionally, PLAINTIFF and CLASS
10 MEMBERS were not allowed to leave the premises during their rest breaks.

11 27. As a proximate result of the aforementioned violations, PLAINTIFF
12 and CLASS MEMBERS have been damaged in an amount according to proof at
13 trial, and seek all wages earned and due, interest, penalties, expenses, and costs of
14 suit.

15 **THIRD CAUSE OF ACTION**

16 **Failure to Pay Overtime Wages**

17 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3]**

18 **(Against all DEFENDANTS)**

19 28. PLAINTIFF incorporates herein by specific reference, as though fully
20 set forth, the allegations in the foregoing paragraphs.

21 29. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage
22 Order No. 7-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF
23 and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1
24 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per
25 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh
26 consecutive workday, with double time for all hours worked in excess of twelve
27 (12) hours in any workday and for all hours worked in excess of eight (8) hours on
28 the seventh consecutive day of work in any workweek.

1 30. PLAINTIFF and CLASS MEMBERS are current and former non-
2 exempt employees entitled to the protections of California Labor Code §§ 510,
3 1194, and IWC Wage Order No. 7-2001. During the CLASS PERIOD,
4 DEFENDANTS failed to compensate PLAINTIFF and CLASS MEMBERS for all
5 overtime hours worked as required under the foregoing provisions of the California
6 Labor Code and IWC Wage Order by, among other things: failing to pay overtime
7 at one and one-half (1 ½) or double the regular rate of pay as provided by California
8 Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3; failing to include
9 all remuneration in the calculation of the regular rate of pay for overtime purposes;
10 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off
11 the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS
12 to work through meal and rest breaks; illegally and inaccurately recording time in
13 which PLAINTIFF and CLASS MEMBER worked; failing to properly maintain
14 PLAINTIFF and CLASS MEMBERS' records; failing to provide accurate itemized
15 wage statements to PLAINTIFF for each pay period; and other methods to be
16 discovered.

17 31. During the CLASS PERIOD, DEFENDANTS failed to pay overtime
18 at one and one-half (1 ½) or double the regular rate of pay as provided by California
19 Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3.

20 32. During the CLASS PERIOD, DEFENDANTS required PLAINTIFF
21 and CLASS MEMBERS to work off-the-clock almost every day, including
22 cleaning up the workplace prior to clocking in for a shift and cleaning up the
23 workplace after clocking out for a shift. PLAINTIFF and CLASS MEMBERS were
24 required to take out the trash, pallets, or carts before and after clocking out. For the
25 pay period beginning on August 4, 2024 and ending on August 10, 2024,
26 PLAINTIFF worked a shift in excess of eight (8) hours that week and was not
27 compensated for all hours worked in excess of eight (8) hours.

28 33. In violation of California law, DEFENDANTS have knowingly and

1 willfully refused to perform their obligations to compensate PLAINTIFF and
2 CLASS MEMBERS for all wages earned and all hours worked. As a proximate
3 result, PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer,
4 substantial losses related to the use and enjoyment of such wages, lost interest on
5 such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS
6 to fully perform their obligations under state law, all to their respective damages in
7 amounts according to proof at time of trial, and within the jurisdiction of this Court.

8 34. DEFENDANTS' conduct described herein violates California Labor
9 Code §§ 510, 1194, 1198 and IWC Wage Order No. 7-2001, § 3. Therefore,
10 pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other
11 applicable provisions under the California Labor Code and IWC Wage Orders,
12 PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of
13 wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
14 expenses, and costs of suit.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Pay Minimum Wages**

17 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**

18 **(Against all DEFENDANTS)**

19 35. PLAINTIFF incorporates herein by specific reference, as though fully
20 set forth, the allegations in the foregoing paragraphs.

21 36. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage
22 Order No. 7-2001, § 4, payment to an employee of less than the applicable
23 minimum wage for all hours worked in a payroll period is unlawful. During the
24 CLASS PERIOD, DEFENDANTS willfully failed to pay PLAINTIFF and CLASS
25 MEMBERS minimum wages for all hours worked by, among other things:
26 requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off
27 the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS
28 to work through meal and rest breaks; illegally and inaccurately recording time in

1 which PLAINTIFF and CLASS MEMBERS worked; failing to properly maintain
2 PLAINTIFF and CLASS MEMBERS' records; failing to provide accurate itemized
3 wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and
4 other methods to be discovered.

5 37. During the CLASS PERIOD, DEFENDANTS willfully required
6 PLAINTIFF and CLASS MEMBERS to work off-the-clock almost every day. For
7 the pay period beginning on August 4, 2024 and ending on August 10, 2024,
8 PLAINTIFF worked a shift in excess of eight (8) hours that week and was not
9 compensated for all hours worked in excess of eight (8) hours.

10 38. As a result, PLAINTIFF and CLASS MEMBERS were not paid all
11 minimum wages earned. DEFENDANTS' conduct described herein violates
12 California Labor Code §§ 1194, 1197, and IWC Wage Order No. 7-2001, § 4. As a
13 proximate result of the aforementioned violations, PLAINTIFF and CLASS
14 MEMBERS have been damaged in an amount according to proof at trial.
15 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
16 and other applicable provisions under the Labor Code and IWC Wage Orders,
17 PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of
18 wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
19 expenses, and costs of suit.

20 **FIFTH CAUSE OF ACTION**

21 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

22 **[Cal. Labor Code §§ 201, 202, 203]**

23 **(Against all DEFENDANTS)**

24 39. PLAINTIFF incorporates herein by specific reference, as though fully
25 set forth, the allegations in the foregoing paragraphs.

26 40. Pursuant to California Labor Code §§ 201, 202, and 203,
27 DEFENDANTS are required to pay all earned and unpaid wages to an employee
28 who is discharged. California Labor Code § 201 mandates that if an employer

1 discharges an employee, the employee's wages accrued and unpaid at the time of
2 discharge are due and payable immediately.

3 41. Furthermore, pursuant to California Labor Code § 202,
4 DEFENDANTS are required to pay all accrued wages due to an employee no later
5 than 72 hours after the employee quits his or her employment, unless the employee
6 provided 72 hours' previous notice of his or her intention to quit, in which case the
7 employee is entitled to his or her wages at the time of quitting.

8 42. California Labor Code § 203 provides that if an employer willfully
9 fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages
10 of an employee who is discharged or who quits, the employer is liable for waiting
11 time penalties in the form of continued compensation to the employee at the same
12 rate for up to 30 workdays.

13 43. As alleged herein, during the CLASS PERIOD, DEFENDANTS have
14 willfully failed to pay accrued wages and other compensation to PLAINTIFF and
15 CLASS MEMBERS in accordance with California Labor Code §§ 201 and 202.
16 DEFENDANTS have willfully failed to pay PLAINTIFF and CLASS MEMBERS
17 in accordance with California Labor Code §§ 201 and 202, including unpaid meal
18 period premiums, rest period premiums, overtime wages, and minimum wages, as
19 set forth above. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all
20 available statutory penalties, including the waiting time penalties provided in
21 California Labor Code § 203, together with interest thereon, as well as other
22 available remedies.

23 44. During the CLASS PERIOD, DEFENDANTS willfully required
24 PLAINTIFF and CLASS MEMBERS to work off-the-clock almost every day. For
25 the pay period beginning on August 4, 2024 and ending on August 10, 2024,
26 PLAINTIFF worked a shift in excess of eight (8) hours that week and was not
27 compensated for all hours worked in excess of eight (8) hours.

28 45. As a proximate result of DEFENDANTS' unlawful actions and

1 omissions, PLAINTIFF and CLASS MEMBERS have been deprived of
2 compensation in an amount according to proof at the time of trial, but in excess of
3 the jurisdiction of this Court, and are entitled to recovery of such amounts, plus
4 interest thereon, and attorneys' fees and costs, pursuant to California Labor Code
5 §§ 1194 and 2699.

6 **SIXTH CAUSE OF ACTION**

7 **Failure to Furnish Accurate Itemized Wage Statements**

8 **[Cal. Labor Code § 226; IWC Wage Order No. 7-2001, § 7]**

9 **(Against all DEFENDANTS)**

10 46. PLAINTIFF incorporates herein by specific reference, as though fully
11 set forth, the allegations in the foregoing paragraphs.

12 47. During the CLASS PERIOD, DEFENDANTS knowingly and
13 intentionally routinely failed to provide PLAINTIFF and CLASS MEMBERS with
14 timely, accurate, and itemized wage statements in writing showing each employee's
15 gross wages earned, total hours worked, the number of piece-rate units earned and
16 any applicable piece rate, all deductions made, net wages earned, the name and
17 address of the legal entity or entities employing PLAINTIFF and CLASS
18 MEMBERS, the inclusive dates of the period for which the employee is paid, only
19 the last four digits of the employees social security number or an employee
20 identification number other than a social security number, and all applicable hourly
21 rates in effect during each pay period and the corresponding number of hours
22 worked at each hourly rate, in violation of California Labor Code § 226 and IWC
23 Wage Order No. 7-2001, § 7.

24 48. As alleged herein, during the CLASS PERIOD, PLAINTIFF and
25 CLASS MEMBERS performed off-the-clock work, including cleaning up the
26 workplace before and after clocking in and out for the day. DEFENDANTS
27 knowingly and intentionally misrepresented the total hours worked in PLAINTIFF
28 and CLASS MEMBERS' wage statements by omitting the additional time spent

1 performing off-the-clock work. DEFENDANTS knowingly and intentionally
2 thereby did not furnish accurate wage statements to PLAINTIFF and CLASS
3 MEMBERS, violating California Labor Code § 226.

4 49. As alleged herein, during the CLASS PERIOD, DEFENDANTS
5 knowingly and intentionally also failed to pay PLAINTIFF and CLASS
6 MEMBERS sick pay and overtime at their regular rate of pay. DEFENDANTS
7 knowingly and intentionally failed to include all remuneration earned on wage
8 statements, such as shift differential pay, in the calculation of paid sick leave and
9 overtime. As a result, PLAINTIFF and CLASS MEMBERS were issued inaccurate
10 wage statements with incorrect wages earned listed.

11 50. During the CLASS PERIOD, PLAINTIFF and CLASS MEMBERS
12 were not timely paid all wages owed.

13 51. As a result, DEFENDANTS knowingly and intentionally failed to
14 furnish PLAINTIFF and CLASS MEMBERS with timely, itemized wage
15 statements that accurately reflected the gross wages earned, total hours worked, net
16 wages earned, and all applicable hourly rates in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate by the employee, in
18 violation of Labor Code § 226(a)(1), (a)(2), (a)(5), and (a)(9). PLAINTIFF and
19 CLASS MEMBERS are entitled to a presumption of injury under Labor Code §
20 226(e)(2)(B) because they could not promptly and easily determine from the wage
21 statement alone the amount of gross wages or net wages earned, the total hours
22 worked, and all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each rate. *Bates v. Leprino Foods Co.*,
24 No. 220CV00700AWIBAM, 2020 WL 6392562, at *7 (E.D. Cal. Nov. 2, 2020);
25 *Fodera v. Equinox Holdings, Inc.*, No. 19-CV-05072-WHO, 2022 WL 1645942, at
26 *13 (N.D. Cal. May 24, 2022).

27 52. As a proximate result of DEFENDANTS' unlawful actions and
28 omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount

1 according to proof at trial, and seek all wages earned and due, plus interest thereon.
2 Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available
3 statutory penalties, including but not limited to civil penalties pursuant to California
4 Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and
5 reasonable attorneys' fees, including but not limited to those provided in California
6 Labor Code § 226(e), as well as other available remedies.

7 **SEVENTH CAUSE OF ACTION**

8 **Failure to Indemnify Employees for Necessary Expenditures Incurred in**
9 **Discharge of Duties**

10 **[Cal. Labor Code § 2802]**

11 **(Against all DEFENDANTS)**

12 53. PLAINTIFF incorporates herein by specific reference, as though fully
13 set forth, the allegations in the foregoing paragraphs.

14 54. California Labor Code § 2802(a) requires an employer to indemnify an
15 employee for all necessary expenditures or losses incurred by the employee in
16 direct consequence of the discharge of his or her duties, or of his or her obedience
17 to the directions of the employer.

18 55. During the CLASS PERIOD, DEFENDANTS knowingly and willfully
19 failed to indemnify PLAINTIFF and CLASS MEMBERS for all business expenses
20 and/or losses incurred in direct consequence of the discharge of their duties while
21 working under the direction of DEFENDANTS, including but not limited to
22 uniform and shoe expenses, in violation of California Labor Code § 2802.

23 56. As a proximate result of DEFENDANTS' unlawful actions and
24 omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount
25 according to proof at trial, and seek reimbursement of all necessary expenditures,
26 plus interest thereon pursuant to California Labor Code § 2802(b). Additionally,
27 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties
28 and an award of costs, expenses, and reasonable attorneys' fees, including those

1 provided in California Labor Code § 2802(c), as well as other available remedies.

2 **EIGHTH CAUSE OF ACTION**

3 **Unfair and Unlawful Business Practices**

4 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

5 **(Against all DEFENDANTS)**

6 57. PLAINTIFF incorporates herein by specific reference, as though fully
7 set forth, the allegations in the foregoing paragraphs.

8 58. Each and every one of DEFENDANTS' acts and omissions in
9 violation of the California Labor Code and/or the applicable IWC Wage Order as
10 alleged herein, including but not limited to DEFENDANTS' failure and refusal to
11 provide required meal periods, DEFENDANTS' failure and refusal to provide
12 required rest periods, DEFENDANTS' failure and refusal to pay overtime
13 compensation, DEFENDANTS' failure and refusal to pay minimum wages,
14 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
15 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage
16 statements; DEFENDANTS' failure and refusal to maintain required records,
17 DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS
18 MEMBERS for necessary expenditures and/or losses incurring in discharging their
19 duties, constitutes an unfair and unlawful business practice under California
20 Business and Professions Code § 17200 et seq.

21 59. DEFENDANTS' violations of California wage and hour laws
22 constitute a business practice because DEFENDANTS' aforementioned acts and
23 omissions were done repeatedly over a significant period of time, and in a
24 systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

25 60. DEFENDANTS have avoided payment of wages, overtime wages,
26 meal periods, rest periods, and other benefits as required by the California Labor
27 Code, the California Code of Regulations, and the applicable IWC Wage Order.
28 Further, DEFENDANTS have failed to record, report, and pay the correct sums of

1 assessment to the state authorities under the California Labor Code and other
2 applicable regulations.

3 61. As a result of DEFENDANTS' unfair and unlawful business practices,
4 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD
5 at the expense of PLAINTIFF, CLASS MEMBERS, and members of the public.
6 DEFENDANTS should be made to disgorge their ill-gotten gains and to restore
7 them to PLAINTIFF and CLASS MEMBERS.

8 62. DEFENDANTS' unfair and unlawful business practices entitle
9 PLAINTIFF and CLASS MEMBERS to seek preliminary and permanent injunctive
10 relief, including but not limited to orders that DEFENDANTS account for,
11 disgorge, and restore to PLAINTIFF and CLASS MEMBERS the wages and other
12 compensation unlawfully withheld from them. PLAINTIFF and CLASS
13 MEMBERS are entitled to restitution of all monies to be disgorged from
14 DEFENDANTS in an amount according to proof at the time of trial, but in excess
15 of the jurisdiction of this Court.

16 **NINTH CAUSE OF ACTION**

17 **Representative Action for Civil Penalties**

18 **[Cal. Labor Code §§ 2698–2699.5]**

19 **(Against all DEFENDANTS)**

20 63. PLAINTIFF incorporates herein by specific reference as though fully
21 set forth the allegations in all preceding paragraphs, with exception of the
22 allegations in paragraph 14 and the subparagraphs thereto.

23 64. PLAINTIFF is an “aggrieved employee” within the meaning of
24 California Labor Code § 2699(c), and a proper representative to bring a civil action
25 on behalf of herself and other current and former non-exempt employees of
26 DEFENDANTS in California during the relevant statutory period (“AGGRIEVED
27 EMPLOYEES”) pursuant to the procedures specified in California Labor Code
28 § 2699.3, because PLAINTIFF and AGGRIEVED EMPLOYEES were employed

1 by DEFENDANTS and the alleged violations of the California Labor Code were
2 committed against PLAINTIFF and AGGRIEVED EMPLOYEES.

3 65. Pursuant to the California Private Attorneys General Act of 2004
4 (“PAGA”), Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil
5 penalties, including but not limited to penalties under California Labor Code
6 §§ 2699, 210, 226.3, 256, 558, 1174.5, 1197.1, and IWC Wage Order No. 7-2001,
7 § 20, from DEFENDANTS in a representative action on behalf of the State of
8 California and AGGRIEVED EMPLOYEES for the violations set forth above,
9 including but not limited to violations of California Labor Code §§ 201, 202, 203,
10 204, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1197, 1198, 2100,
11 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-
12 (B), and California Code of Regulations, Title 8, Section 11070(14). PLAINTIFF
13 is also entitled to an award of reasonable attorneys’ fees and costs pursuant to
14 California Labor Code § 2699(g)(1).

15 66. DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED
16 EMPLOYEES on their regularly scheduled payday for all work performed during
17 the preceding pay period, not more than seven calendar days following the close of
18 the payroll period, in violation of Labor Code § 204(d). Specifically,
19 DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
20 work off-the-clock without compensation, including requiring PLAINTIFF and
21 other AGGRIEVED EMPLOYEES to work through required meal breaks without
22 compensation. Additionally, DEFENDANTS failed to pay PLAINTIFF and other
23 AGGRIEVED EMPLOYEES premium wages owed for each workday a meal
24 period was not provided and each workday a rest period was not authorized and
25 permitted. DEFENDANTS also failed to pay PLAINTIFF and other AGGRIEVED
26 EMPLOYEES for the overtime wages they earned no later than the payday for the
27 next regular payroll period, in violation of Labor Code § 204(b). DEFENDANTS
28 knew they were required to pay overtime wages, yet on many occasions failed to

1 pay PLAINTIFF and other AGGRIEVED EMPLOYEES overtime wages on any
2 payday.

3 67. DEFENDANTS violated Labor Code § 246(l)(1)-(3) by failing to pay
4 PLAINTIFF and other AGGRIEVED EMPLOYEES sick leave at the correct
5 regular rate of pay, including by failing to include all remuneration earned, such as
6 shift differential pay, in the calculation of paid sick leave.

7 68. Pursuant to California Labor Code § 2699.3, PLAINTIFF gave written
8 notice on October 22, 2024 by online filing to the California Labor and Workforce
9 Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the
10 specific provisions of the California Labor Code and IWC Wage Orders alleged to
11 have been violated, including the facts and theories to support the alleged
12 violations. More than sixty-five (65) days have passed and the LWDA has not
13 provided notice to PLAINTIFF that it intends to investigate the alleged violations.

14 69. Therefore, PLAINTIFF has complied with all of the requirements set
15 forth in California Labor Code § 2699.3 to commence a representative action under
16 PAGA.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons
19 similarly situated, respectfully prays for relief against DEFENDANTS and DOES 1
20 through 50, inclusive, and each of them, as follows:

- 21 1. For compensatory damages in an amount to be ascertained at trial;
- 22 2. For restitution of all monies due to PLAINTIFF and CLASS
23 MEMBERS, as well as disgorged profits from DEFENDANTS’ unfair and
24 unlawful business practices;
- 25 3. For meal and rest period compensation pursuant to California Labor
26 Code § 226.7 and IWC Wage Order No. 7-2001;
- 27 4. For liquidated damages pursuant to California Labor Code §§ 1194.2
28 and 1197.1;

1 5. For waiting time penalties pursuant to California Labor Code § 203;

2 6. For statutory and civil penalties according to proof, including but not
3 limited to all penalties authorized by the California Labor Code §§ 226(e) and
4 2698–2699.5;

5 7. For interest on the unpaid wages at 7% per annum pursuant to
6 California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288,
7 and/or any other applicable provision providing for pre-judgment interest;

8 8. For reasonable attorneys’ fees and costs pursuant to California Labor
9 Code §§ 218.5, 226, 1194, 2699(g)(1), 2802, California Civil Code § 1021.5, and
10 any other applicable provisions providing for attorneys’ fees and costs;

11 9. For an order requiring and certifying the First, Second, Third, Fourth,
12 Fifth, Sixth, Seventh, and Eighth Causes of Action as a class action;

13 10. For an order appointing PLAINTIFF as a class representative, and
14 PLAINTIFF’s counsel as class counsel; and

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11. For such further relief that the Court may deem just and proper.

DATED: July 9, 2026

Respectfully submitted,

MATERN LAW GROUP, PC

By: */s/ Erin R. Hutchins*

MATTHEW J. MATERN
MATTHEW W. GORDON
ERIN R. HUTCHINS
Attorneys for Plaintiff
RITA TALBERT, individually, and on
behalf of all others similarly situated

DATED: July 9, 2026

Respectfully submitted,

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

By: */s/ Nicholas J. De Blouw*

Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff
RITA TALBERT, individually, and on
behalf of all others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: July 9, 2026

Respectfully submitted,

MATERN LAW GROUP, PC

By: /s/ Erin R. Hutchins

MATTHEW J. MATERN
MATTHEW W. GORDON
ERIN R. HUTCHINS
Attorneys for Plaintiff
RITA TALBERT, individually, and on
behalf of all others similarly situated

DATED: July 9, 2026

Respectfully submitted,

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

By: /s/ Nicholas J. De Blouw

Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff
RITA TALBERT, individually, and on
behalf of all others similarly situated

ATTESTATION

I hereby attest that each of the other signatories have concurred in the document's contents and have authorized the filing of this document, pursuant to Civil L.R. 5-4.3.4(a)(2)(i).

By: /s/ Erin R. Hutchins
ERIN R. HUTCHINS