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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION
DEC 19 2025
BY VERONICA GONZALEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LUZ HERNANDEZ, TYLER SMITH, individually, on behalf of all others similarly situated, the State of California and other aggrieved employees,

Plaintiff,

v.

UNITED GROUND EXPRESS, INC., a corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2326322
Consolidated with Case Nos. CIVSB2405630 and CIVSB2410517

SECOND AMENDED CONSOLIDATED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Timely Pay Wages During Employment (Cal. Lab. Code §§ 204, 210);
7. Failure to Provide Sick Leave Pay (Cal. Lab. Code § 246);
8. Failure to Provide Suitable Seating (Cal. Lab. Code § 1198);
9. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
10. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
11. Unlawful Deductions from Wages (Cal. Lab. Code §§ 221, 223, 225.5);
12. Failure to Pay Vacation Wages at Separation (Cal. Lab. Code § 227.3);

13. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
14. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

Plaintiffs LUZ HERNANDEZ and TYLER SMITH (collectively, "Plaintiffs"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiffs bring this action against Defendant UNITED GROUND EXPRESS, INC. and DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, failure to provide sick leave, failure to provide suitable seating, and unlawful deductions from wages, as well as the failure to pay all wages, including overtime, meal and rest period premiums, vacation, and sick pay at the regular rate of pay.

2. Plaintiffs bring the First through Thirteenth Causes of Action individually and as a class action on behalf of themselves and certain current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiffs and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

3. Plaintiffs s brings the Twelfth Cause of Action as a representative action under the California Private Attorneys General Act ("PAGA") to recover civil penalties that are owed to Plaintiff, the State of California, and past and present non-exempt employees by Defendants in the State of California during the statute of limitations period for their PAGA claim (hereinafter referred to as the "Aggrieved Employees").

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including San Bernardino County. As such, and based upon all the facts and circumstances incident to Defendants' business in California,

Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period, Defendants maintained a systematic, company-wide policy and practice of:

(a) Failing to pay employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;

(b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay at each employee's regular rate of pay for each workday a meal period violation occurred;

(c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay at each employee's regular rate of pay for each workday a rest period violation occurred;

(d) Willfully failing to pay employees all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;

(e) Failing to provide employees with sick leave pay as required by the California Labor Code;

(f) Failing to provide suitable seating in compliance with IWC Wage Order;

(g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;

(h) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment; and

(i) Unlawfully deducting from employees' wages.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiffs, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiffs

8. Plaintiff LUZ HERNANDEZ is a California resident who worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately October 2019 to approximately January 2023.

9. Plaintiff TYLER SMITH is a California resident who worked for Defendants in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately September 2022 to approximately December 2022.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendant UNITED GROUND EXPRESS, INC. is, and at all times herein mentioned, was:

(a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in San Bernardino County; and,

(b) The former employer of Plaintiffs and the current and/or former employer

of the putative Class, and the current and/or former employers of the Aggrieved Employees because Defendant UNITED GROUND EXPRESS, INC. suffered and permitted Plaintiffs, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

12. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees in the State of California.

14. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and the Aggrieved Employees and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15. Plaintiffs worked for Defendants in San Bernardino County, California as hourly-paid, non-exempt employees. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs an hourly wage and classified them as non-exempt from overtime. Defendants typically scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per day, but Plaintiffs regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

16. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to timely pay all wages to Plaintiffs, including when Defendants terminated their employment, failed to provide Plaintiffs with sick leave pay, failed to pay vacation time pay at separation at the appropriate rate, failed to provide Plaintiffs with reporting time pay, failed to provide Plaintiffs suitable seating, failed to maintain accurate records and/or furnish accurate wage statements to Plaintiffs, failed to indemnify Plaintiff for expenditures, and made unlawful deductions from Plaintiffs' wages. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

17. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiffs, the Class, and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Plaintiffs, the Class, and the Aggrieved Employees to perform work-related duties during unpaid meal periods and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. Defendants also required Plaintiff, the Class, and the Aggrieved Employees to work in excess of eight (8) hours in any workday or forty (40) hours in a workweek without receiving all overtime wages. Defendants also failed to compensate Plaintiff, the Class, and/or the Aggrieved Employees with twice the regular rate of pay for all work performed in excess of 8 hours on the seventh consecutive workday in a workweek. Moreover,

Defendants failed to provide all reporting time pay to Plaintiff, the Class, and/or the Aggrieved Employees for all shifts worked where the employee reported to work, was furnished with less than half of the employee's usual or scheduled workday, and was not paid for half of the employee's usual or scheduled workday, but in no event less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiffs, the Class, and the Aggrieved Employees worked.

18. Throughout the statutory period, Defendants wrongfully failed to include non-discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or shift differentials in the calculation of Plaintiffs', the other Class Members', and the Aggrieved Employees' regular rate of pay used to calculate their overtime rate for the payment of overtime wages, all meal and rest break premiums, vacation, and sick leave pay. Plaintiffs, the other Class Members, and the Aggrieved Employees earned non-discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or shift differentials in the same pay periods where they worked overtime hours, used vacation or sick leave pay, and/or earned meal and rest break premiums. Accordingly, Defendants failed to compensate Plaintiffs, the Class, and the Aggrieved Employees for all overtime, meal and rest break premiums, vacation, and sick leave compensation they were owed.

19. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants regularly used a system of time rounding and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiffs, the Class, and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendants frequently paid Plaintiffs, the Class, and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing

to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiffs, the Class, and the Aggrieved Employees worked.

20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs, the Class, the Aggrieved Employees, or some of them, with legally compliant meal periods. Defendants regularly, but not always, required Plaintiffs, the Class, and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, for periods in excess of ten hours a day without providing a second 30-minute, uninterrupted, and duty-free meal period, or without compensating Plaintiffs, the Class, and the Aggrieved Employees with a meal period premium at the regular rate of pay for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees permission to take a meal period. Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in compliance with California law.

21. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees, or some of them, to take legally compliant rest periods. Defendants regularly required Plaintiffs, the Class, and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs, the Class, and the Aggrieved Employees with a rest period premium at the regular rate of pay for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs, the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs, the Class, and the Aggrieved Employees permission to take

a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

22. Throughout the statutory period and based on the foregoing wages that Plaintiffs contend were unlawfully withheld, Defendants willfully failed and refused to timely pay Plaintiffs, the Class, and the Aggrieved Employees, or some of them, during their employment. Defendants further willfully failed and refused to timely pay Plaintiffs, the Class, and the Aggrieved Employees all final wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, rest period premium wages, earned vacation wages, and reporting time wages owed to them by Defendants at the conclusion of their employment. On information and belief, Defendants' failure to timely pay Plaintiffs' final wages when his employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiffs, the Class, and the Aggrieved Employees.

23. Throughout the statutory period, Defendants have failed to pay Plaintiffs, Class Members, and Aggrieved Employees, or some of them, the full amount of their vacation pay pursuant to Labor Code section 227.3.

24. Throughout the statutory period, Defendants willfully failed and refused to provide Plaintiffs, the Class, and the Aggrieved Employees with paid sick leave of at least twenty-four (24) hours per calendar year or 12-month period. On information and belief, Defendants' failure to provide Plaintiffs, the Class, and the Aggrieved Employees with sick leave pay in accordance with California Labor Code § 246 was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiffs, the Class, and the Aggrieved Employees.

25. Throughout the statutory period, Defendants failed to provide Plaintiffs, the Class, and the Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitting sitting.

26. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class, and the Aggrieved Employees , or some of them, with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs, the Class, and the Aggrieved Employees suffered injury because, among other things:

(a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;

(b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;

(d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs, the Class, and the Aggrieved Employees were entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

27. Throughout the statutory period, Defendants have wrongfully required Plaintiffs, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs, the Class, and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, the use of personal cell phones.

28. Plaintiffs, the Class, and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs, the Class, and the Aggrieved Employees for these employment-related expenses.

29. Throughout the statutory period, Defendants unlawfully deducted from wages due to Plaintiffs, the Class, and the Aggrieved Employees. Such unlawful deductions included but were not limited to the alleged deduction of wages earned during meal periods during which employees were on duty, and alleged deduction for uniforms, among other things.

CLASS ACTION ALLEGATIONS

30. Plaintiffs bring certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

31. All claims alleged herein arise under California law for which Plaintiffs seeks relief authorized by California law.

32. The proposed Class consists of and is defined as:

> All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.[1]

33. At all material times, Plaintiffs were members of the Class.

34. Plaintiffs undertook this concerted activity to improve the wages and working conditions of all Class Members.

35. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the

[1] In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020."

duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;

2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;

3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

36. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

(a) Failed to pay Class Members for all hours worked, including minimum,

straight time, reporting time pay, and overtime wages;

(b) Failed to include non-discretionary bonuses, commissions, monetary and non-monetary incentives, production pay, performance pay, and/or shift differentials in the calculation of the Class Members' regular rate of pay used to calculate the overtime, premium pay, vacation, and sick leave pay rate for the payment of overtime, meal and rest break premium, vacation, and sick leave wages;

(c) Failed to provide meal periods and pay meal period premium wages to Class Members;

(d) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(e) Failed to provide Class Members with timely wages during employment and timely final wages;

(f) Failed to provide Class Members with compensation at their final rate of pay for vested paid vacation time pursuant to Labor Code section 227.3;

(g) Made unlawful deductions from Class Members' wages;

(h) Failed to provide Class Members with suitable seating;

(i) Failed to provide Class Members with accurate wage statements;

(j) Failed to indemnify Class Members for expenditures; and,

(k) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

37. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

(c) The members of the Class are so numerous that it is impractical to bring all

members of the class before the Court;

(d) Plaintiffs, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

38. Plaintiffs contemplate the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs contemplate the use of additional techniques and forms commonly used in class actions, such as

published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

39. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 29 in this Complaint.

40. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

41. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs and the Class, or some of them, compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

42. At all relevant times herein mentioned, Defendants knowingly failed to provide all reporting time pay to Plaintiff and the Class in accordance with IWC Wage Order 9, Section 5 for all shifts worked where the employee reported to work, was furnished with less than half of the employee's usual or scheduled workday, and was not paid for half of the employee's usual or scheduled workday, but in no event less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay.

43. At all relevant times herein mentioned, Defendants failed to pay Plaintiffs, the Class, and Aggrieved Employees for their vested vacation time at their final rate of pay at the time their employment relationship was terminated. (Cal. Lab. Code 227.3; *Suastez v. Plastic Dress-up Co.* (1982) 31 Cal.3d 774) [vacation entitlements constate deferred wages which vests as labor is rendered and is due to employees at a pro rata share without any reduction or loss based on conditions imposed by the employer].)

44. Accordingly, Plaintiffs and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

45. By and through the conduct described above, Plaintiffs and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

46. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs and the Class, or some of them, for their non-overtime hours worked without pay, Plaintiffs and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and the Class and which will be ascertained according to proof at trial.

47. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiffs and the Class.

48. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

49. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages due and failed to pay those wages twice a month.

50. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

51. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 29 in this Complaint.

52. California Labor Code § 510 provides that employees in California shall not be

employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

53. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

54. At all times relevant hereto, Plaintiffs and the Class, or some of them, have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

55. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class, or some of them, overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

56. At all times relevant hereto, Defendants failed to include non-discretionary bonuses, commissions, monetary and non-monetary incentives, production pay, performance pay, and/or shift differentials in the calculation of Plaintiffs' and the other Class Members' regular rate of pay used to calculate the overtime rate for the payment of overtime wages, and the rate of meal and rest break premiums, vacation, and sick leave pay.By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class, or some of them, have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

57. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and the Class.

58. Plaintiffs and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the

California Labor Code and/or other statutes.

59. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs and the Class, or some of them, with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

60. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 29 in this Complaint.

61. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiffs' and the Class's sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

62. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs and the Class, or some of them, with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and the Class, or some of them, to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

63. Further, when Plaintiffs and the Class were denied the opportunity to take an appropriate meal period, Defendants did not pay an additional hour of pay to Plaintiffs and the Class at their respective regular rates of compensation in accordance with California Labor Code sections 204, 210, 226.7, and 512.

64. Under California law, Plaintiffs and the Class are entitled to be paid one hour of additional wages at the regular rate of pay for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

65. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 29 in this Complaint.

66. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

67. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the Class, or some of them, to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

68. Further, when Plaintiffs and the Class were denied the opportunity to take an appropriate rest period, Defendants did not pay an additional hour of pay to Plaintiffs and the Class at their respective regular rates of compensation in accordance with California Labor Code sections 204, 210, and 226.7.

69. Under California law, Plaintiffs and the Class are entitled to be paid one hour of premium wages at the regular rate of pay for each workday he or she was not provided with all

required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

70. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 29 in this Complaint.

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

72. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

73. Defendants' failure to pay those Class members, or some of them, who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

75. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days

maximum pursuant to California Labor Code § 203.

76. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

77. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though fully stated herein paragraphs 1 through 29 in this Complaint.

78. Labor Code section 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

79. Labor Code section 210, subdivision (a) states that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee" and "(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

80. Plaintiffs are informed and believe and thereon allege that, during the statutory period, Defendants willfully failed to pay Plaintiffs and the Class in accordance with Labor Code section 204. Accordingly, Plaintiff and the Class are entitled to recover penalties for Defendants' violations pursuant to Labor Code section 210.

Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide Sick Leave Pay)

81. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though fully stated herein paragraphs 1 through 29 in this Complaint.

82. At all times herein set forth, California Labor Code § 246 *et seq.* provides that employers shall provide employees with paid sick leave of at least twenty-four (24) hours per calendar year or 12-month period.

83. Additionally, California Labor Code § 246(I)(1) provides that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

84. Throughout the statutory period, Defendants failed to provide Plaintiffs and the Class with sick leave pay in accordance with California Labor Code § 246-248.5 and § 256.

85. Defendants further failed to pay such wages at the regular rate of pay. Specifically, Defendants violated California Labor Code § 246 by failing to pay sick pay at the regular rate of pay. Plaintiffs and the Class routinely earned non-discretionary incentive wages which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for Plaintiffs and the Class, as opposed to the correct, higher regular rate of pay, as required under California Labor Code § 246.

86. Plaintiffs and the Class are entitled to recover all remedies available for violations of California Labor Code § 246.

87. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of Failure to Provide Suitable Seating)

88. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 29 in this Complaint.

89. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order, Defendants

as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide Plaintiffs and the Class suitable seating when the nature of these employees' work reasonably permitted sitting.

90. Defendants knew or should have known that Plaintiffs and the Class were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties.

91. By reason of this conduct applicable to Plaintiffs and the Class, Defendants violated California Labor Code Section 1198 and Wage Order 9-2001, Section 14 by failing to provide suitable seats. Plaintiffs seek penalties on behalf of Plaintiff and, the Class as provided herein. Providing suitable seating is the Defendants' burden. As a result of Defendants' intentional disregard of the obligation to meet this burden, Defendants violated the California Labor Code and regulations promulgated thereunder as herein alleged.

NINTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

92. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 29 in this Complaint.

93. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and

the corresponding number of hours worked at each hourly rate by the employee.

94. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

95. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

96. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

97. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

98. Plaintiffs and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

99. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

TENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

100. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 29 in this Complaint.

101. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

102. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs and the Class, or some of them, for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

103. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

104. Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

ELEVENTH CAUSE OF ACTION

(Against All Defendants for Unlawful Deductions)

105. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 29 in this Complaint.

106. Labor Code §221 prohibits an employer from collecting or receiving any part of wages paid by said employer to said employee.

107. During the statutory period, Defendants engaged in unlawful deductions. Among other things, Defendants unlawfully deducted employees' wages during meal periods in which they were clocked out of work but were actively performing work duties and unlawfully deducted uniform expenses from employees' wages.

108. As a result of Defendants' unlawful deductions, Plaintiffs and Class Members have suffered a loss of wages and, as a result, seek recovery of said wages, in addition to interests, attorneys' fees, and costs thereon.

TWELFTH CAUSE OF ACTION

Failure to Pay Vacation Wages at Separation (Cal. Lab. Code § 227.3)

109. According to Labor Code section 227.3, whenever a contract of employment or

employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.

110. Plaintiffs are informed and believe thereon allege that, during the statutory period, Defendants maintained a uniform policy providing for paid vacations, and that Plaintiffs' employment contract with Defendants included paid vacations.

111. During the statutory period, Defendants have had a consistent policy of failing to provide Plaintiffs and the Class with compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

112. As a proximate result of Defendants' failure to pay vested vacation at the final rate of Plaintiff and the Class upon their resignation or termination, Defendants violated Labor Code section 227.3, entitling Plaintiff and the Class to all vested and unused vacation pay at their final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and Class Members, on the one hand, and Defendants, on the other hand.

113. As a further proximate result of Defendants' above-described acts and/or omissions, Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and prejudgment interest.

THIRTEENTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

114. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

115. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

116. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil

Procedure § 1021.5.

117. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

118. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

119. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

120. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

121. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

122. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Provide Sick Leave Pay

123. Defendants' failure to provide sick leave pay in accordance with California Labor

Code § 246 *et seq.*, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide Suitable Seating

124. Defendants' failure to provide adequate seating to their employees although the nature of their work would have reasonably permitted the use of seat, as required under Labor Code § 1194 and applicable IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code §§ 17200, et seq.

Failure to Provide Vested Vacation

125. Defendants' failure to pay vested vacation at the final rate of Plaintiffs' and the Class Members' pay upon their separation pursuant to California Labor Code section 227.3 constitutes unlawful and/or unfair activity prohibited by California Business and Professions Code section 17200 *et seq.*

Failure to Indemnify Business Expenses

126. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Unlawful Deductions

127. Defendants' unlawful deductions in violation of California Labor Code §221, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§17200, *et seq*.

128. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and has deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

129. Plaintiffs and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

130. Plaintiffs, individually, and on behalf of members of the putative Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property

which the Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

131. Plaintiffs, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

132. Plaintiffs, individually, and on behalf of members of the putative class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

133. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

FOURTEENTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*)

134. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

135. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

136. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

137. Plaintiff Hernandez has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. Plaintiff gave written notice by online filing to the LWDA and by certified mail to Defendant of the specific provisions of the Labor Code that Defendant violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee.

138. The LWDA has not indicated that it intends to investigate Defendant's Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include all those set forth herein, including but not limited to penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

139. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

140. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated only with respect to the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, and Thirteenth Causes of Action;

2. That Plaintiffs be appointed as the representative of the Class; and,

3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 204 by failing to pay all compensation owed timely during employment;

31. For statutory penalties pursuant to California Labor Code § 210;

32. For pre-judgment interest on any unpaid wages from the date such amounts were due;

33. For reasonable attorneys' fees and for costs of suit incurred herein; and,

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated the sick leave provisions of California Labor Code § 246 and applicable law;

36. For all actual damages as may be appropriate;

37. For pre-judgment interest on any unpaid sick leave pay commencing from the date such amounts were due;

38. For reasonable attorneys' fees and costs incurred herein; and

39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code § 1198 and applicable IWC Wage Orders by failing to provide suitable seating, thereto;

41. For all actual damages, according to proof;

42. For statutory penalties pursuant to California Labor Code § 226(e);

43. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

44. For reasonable attorneys' fees and for costs of suit incurred herein; and

45. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Ninth Cause of Action

46. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

47. For all actual damages, according to proof;

48. For statutory penalties pursuant to California Labor Code § 226(e);

49. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

50. For reasonable attorneys' fees and for costs of suit incurred herein; and,

51. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

52. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

53. For unpaid wages or unreimbursed business expenses as may be appropriate;

54. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

55. For reasonable attorneys' fees and for costs of suit incurred herein; and,

56. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

57. That the Court declare, adjudge, and decree that Defendants violated California

Labor Code §221 by unlawfully deducted wages from employees;

58. For unpaid wages as may be appropriate;

59. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

60. For reasonable attorneys' fees and for costs of suit incurred herein; and

61. For such other and further relief as the Court may deem equitable and appropriate.

As to the Twelfth Cause of Action

62. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §227.3 by failing to pay all vested vacation at employees' final rate of pay;

63. For unpaid wages as may be appropriate;

64. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

65. For reasonable attorneys' fees and for costs of suit incurred herein; and

66. For such other and further relief as the Court may deem equitable and appropriate.

As to the Thirteenth Cause of Action

67. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

68. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

69. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

70. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

71. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

72. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourteenth Cause of Action

73. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all wages owed twice per month, failing to maintain accurate records of hours worked and meal breaks, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to reimburse employees for all necessary business expenses.

74. For all actual, consequential, and incidental losses and damages, according to proof;

75. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

76. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and

For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

77. For any additional relief that the Court deems just and proper.

Dated: December 1, 2025

Respectfully submitted,
WILSHIRE LAW FIRM

By: _____
Benjamin H. Haber
Daniel J. Kramer
Angela Leong

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: December 1, 2025

WILSHIRE LAW FIRM

By: _____

Benjamin H. Haber
Daniel J. Kramer
Angela Leong

Attorneys for Plaintiffs